



**NOTICE OF AND AGENDA FOR  
SPECIAL MEETING OF THE CITY COUNCIL  
TOWN OF COLMA**

**Colma Community Center  
1520 Hillside Boulevard  
Colma, CA 94014**

**Wednesday, May 17, 2017  
7:00 p.m.**

**NOTICE IS HEREBY GIVEN that the City Council of the Town of Colma will hold a Special Meeting at the above time and place for transacting the following business:**

**NEW BUSINESS**

**1. TOWN HALL SPECIAL INSPECTION SERVICES – CONTRACT AMENDMENT**

*Consider:* Motion to Adopt a Resolution Authorizing the City Manager to Execute a Contract Amendment with Signet Testing Labs, Inc. in the Amount of \$25,000 for Inspection Services.

**2. TOWN HALL CONSULTING SERVICES – AMENDMENT 4 AND TOWN HALL PROJECT UPDATE**

*Consider:* Motion to Adopt a Resolution Authorizing the City Manager to Enter into Fourth Amendment to Contract with Ratcliff Architects for \$415,000.

A handwritten signature in blue ink, which appears to read "Caitlin Corley", is written over a horizontal line.

Caitlin Corley, City Clerk

Posted: May 15, 2017





# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Brad Donohue, Director of Public Works  
 VIA: Sean Rabé, City Manager  
 MEETING DATE: May 17, 2017  
 SUBJECT: Town Hall Special Inspection Services – Contract Amendment

## RECOMMENDATION

Staff recommends that the City Council adopt the following:

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH SIGNET TESTING LABS, INC. IN THE AMOUNT OF \$25,000 FOR INSPECTION SERVICES

## EXECUTIVE SUMMARY

The proposed contract amendment with Signet Labs Inc. allows the required special inspections to continue for the infill phase of the Town Hall Project. Specialized inspection services consist of, but are not limit to the following: welding observances and reports, rebar inspections, concrete testing, and weather proofing inspections . The contract amendment allows Signet Labs, who has been the Town’s special inspection firm from the start of the project, to see the project through to completion.

## FISCAL IMPACT

The total amount for this contract amendment is \$25,000, which was included in the Town Hall Project budget amendment approved by the City Council on March 8.

## BACKGROUND

The initial Professional Services Agreement between the Town and Signet Testing Labs was executed on June 24, 2016 in the amount of \$38,389. This agreement was for inspection services required in the mass grading, excavation and foundations phase of the project. Inspection services provided during that phase included concrete and concrete reinforcement observance and testing for the building foundation and steel fabrication and welding inspection for steel columns embedded in foundation walls.

Contract amendments within the City Manager’s signing authority were executed between the Town and Signet on December 14, 2016 and again on February 6, 2017. Those amounts were for \$21,360 and \$15,251 respectively. These contract amendments provided inspection

services for the structural steel phase of the project. These inspections included four weeks of daily fabrication inspections at the contractor's shop as well as six weeks of daily field inspections during structural steel erection on site.

Currently Signet Testing Labs Inc. has incurred a total of \$75,204.69 in costs and has billed for a total of \$75,000. The difference, \$204.69, would be paid via their first invoice should Council approve this amendment.

The proposed amendment will allow the special inspection firm to complete the last major portion of the project. The contract amendment is in the form of time and materials, so there is a possibility the Town will not need the full \$25,000 proposed in the contract amendment. The Town Hall Renovation Project budget has adequate contingency to cover the contract amendment.

## **ANALYSIS**

Normal day to day inspections are part of any construction project. Most of these inspections are provided by jurisdictions and/or acting bodies responsible presiding over the work. These inspections tend to be items like fire protection services, utility tie-ins, occupancy parameters, ADA regulations, and non-specialized work. These inspection services are not necessarily required to be provided by a third-party observer to the project.

Third party inspections are required for inspections deemed as "special inspections" and are individually indicated as such within project specification manuals and code. Typical special inspections include observing and sampling structural concrete pours, observing concrete reinforcement installations, structural steel fabrication, structural steel welding and structural/shear wall installation. Essentially structural scopes of work and specialized trades such as water proofing and roofing membranes require special inspections.

The third-party inspector observes work and ensures that compliance with the stamped structural plans and architectural requirements is being provided. As an entity representing the owner, the special inspector is required to observe and report on the work be provided by the Contractor. If any work is out of compliance the inspector is required to notify the owner and designer immediately for discussion and resolution. Special inspector's do not direct work – rather, they monitor and review work being done.

Because the Town phased the project, the special inspection phasing was also staged to accommodate the sequence of work. The infill phase of the project will be the final phase of work where special inspections are required. The inspections in this phase are minimal compared to those incurred in previous phases because the majority of structural work was completed in those earlier phases.

## **Alternatives**

The City Council could not approve the resolution authorizing the contract amendment with Signet. Doing so is not recommended, however, because the Town will need to solicit other firms for the special inspection services required as part of the next phase of work. This will not be in the favor of the project or the Town as it would require another firm to review reporting and inspections already completed by others and provide new inspections for a new

contractor taking over the work of other contractors. There will be much room for error should this alternative be implemented.

## **CONCLUSION**

Staff recommends that the City Council adopt the resolution authorizing the City Manager to execute the contract amendment with Signet Testing Labs Inc. for Special Inspection services required as part of Phase 5 Construction work.

## **ATTACHMENTS**

- A. Resolution
- B. Signet Professional Services Agreement
- C. Signet Change Order No. 1
- D. Signet Change Order No. 2
- E. Signet Progress Billing Log (Current)



**RESOLUTION NO. 2017-\_\_  
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A  
CONTRACT AMENDMENT WITH SIGNET TESTING LABS, INC. IN THE  
AMOUNT OF \$25,000 FOR INSPECTION SERVICES**

The City Council of the Town of Colma does hereby resolve:

**1. Background.**

- (a) The original contract was authorized and executed in accordance with the Town's Purchasing Ordinance.
- (b) On June 24, 2016, the Town entered into a professional services agreement with Signet Testing Labs, Inc. in the amount of \$38,389 for inspection services required in the mass grading, excavation and foundation phase of the project.
- (c) On December 14, 2016, the Town entered into a first amendment/change order in the amount of \$21,360 for inspections associated with the structural steel phase.
- (d) On February 6, 2017, the Town entered into a second amendment/change order in the amount of \$15,251 for additional inspections associated with the structural steel phase
- (e) Due to additional work needed for inspection services, the Town now seeks to enter into an additional third amendment/change order in the amount of \$25,000.

**2. Order.**

- (a) The Third Amendment/Change Order to the Agreement between Signet Testing Labs, Inc. and the Town of Colma, a copy of which is on file with the City Clerk, is approved by the City Council of the Town of Colma.
- (b) The City Manager is authorized to execute said Third Amendment/Change Order on behalf of the Town of Colma, with such technical amendments as may be deemed appropriate by the City Attorney.

///

///

///

///

///

///

///

### Certification of Adoption

I certify that the foregoing Resolution No. 2017-\_\_ was duly adopted at a regular meeting of said City Council held on May 17, 2017 by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Helen Fisicaro, Mayor					
Raquel Gonzalez					
Joanne del Rosario					
John Irish Goodwin					
Diana Colvin					
Voting Tally					

Dated \_\_\_\_\_

\_\_\_\_\_  
Helen Fisicaro, Mayor

Attest: \_\_\_\_\_  
Caitlin Corley, City Clerk



**TOWN OF COLMA  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as June 23, 2016 by and between the Town of Colma, a municipal corporation organized and operating under the laws of the State of California ("Town"), and Signet Testing Labs, Inc a Special Inspection/Testing Agency with its principal place of business at 3526 Breakwater Ct, Hayward, CA 94545 (hereinafter referred to as "Consultant"). Town and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**RECITALS**

A. Town is a public agency of the State of California and is in need of professional services for the following project:

Colma Town Hall (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for Town to retain Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Consultant shall provide the Town with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the Town shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "A."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **\$38,389 Thirty Eight Thousand Three Hundred Eighty Nine Dollars and Zero Cents**. This amount is to cover all printing and related costs, and the Town will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

c. Consultant is not to exceed without prior written authorization by the Town.

3. Additional Work.

If changes in the work seem merited by Consultant or the Town, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following



manner: a letter outlining the changes shall be forwarded to the Town by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the Town and executed by both Parties before performance of such services, or the Town will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by Town.

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the Town to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within **applicable days per the project construction schedule**. The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

d. Neither Town nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

e. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the Town, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the Town, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of Town. No employee or agent of Consultant shall become an employee of Town. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from Town as herein provided.

11. Insurance. Consultant shall not commence work for the Town until it has provided evidence satisfactory to the Town it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Additional Insured

The Town of Colma, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Consultant's and its subconsultants' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

b. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the Town.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01).

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability

- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give Town, its officials, officers, employees and agents additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing coverage at least as broad as the ISO forms referenced above.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Town, and provided that such deductibles shall not apply to the Town as an additional insured.

c. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the Town.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give Town, its officials, officers, employees and agents additional insured status.

(iv) Subject to written approval by the Town, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the Town as an additional insured, but not a self-insured retention.

d. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain Worker's Compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the

"Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

e. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the Town and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

f. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

g. Evidence Required

(i) Prior to execution of the Agreement, the Consultant shall file with the Town evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include Certificate of Insurance (Acord Form 25-S or equivalent), together with all required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount

of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

(ii) The Town may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

h. Policy Provisions Required

(i) Consultant shall provide the Town at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Town at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the Town or any named insureds shall not be called upon to contribute to any loss. With respect to the Commercial General Liability Policy, the "primary and non-contributory" provision shall be at least as broad as CG 20 01 04 12.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least five years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide waiver of subrogation in favor of the Town, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Town, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the Town and shall not preclude the Town from taking such other actions available to the Town under other provisions of the Agreement or law.

i. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the Town, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

j. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Town, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Town has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Town will be promptly reimbursed by Consultant or Town will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Town may cancel this Agreement.

(iv) Neither the Town nor its officials, officers, employees and agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

k. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Town that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Town as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing coverage at least as broad as the referenced ISO form. If requested by Consultant, Town may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

i. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the Town), indemnify and hold the Town, its officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Town, its officials, officers, employees and agents.

ii. Additional Indemnity Obligations. Consultant shall defend, with counsel of Town's choosing and at Consultant's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against the Town, its officials, officers, employees and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the Town, its officials, officers, employees and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse Town for the cost of any settlement paid by the Town, its officials, officers, employees and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the Town's attorney's fees and costs, including expert witness fees. Consultant shall reimburse the Town, its officials, officers, employees and agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Town, its officials, officers, employees and agents.

13. California Labor Code Requirements.

Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the Town, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

~~15. Town Material Requirements. Not Applicable~~

~~Consultant is hereby made aware of the Town's requirements regarding materials, as set forth in [Insert the name of the document that contains the Town's standard material requirements], which are deemed to be a part of this Agreement.~~



16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Mateo, State of California.

17 Termination or Abandonment

a. Town has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, Town shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. Town shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by Town and Consultant of the portion of such task completed but not paid prior to said termination. Town shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to Town only in the event of substantial failure by Town to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the Town.

19. Organization

Consultant shall assign Raj Prakash as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the Town.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

TOWN:

CONSULTANT:

Town of Colma  
1198 El Camino Real  
Colma, CA 94014  
Attn: Sean Rabé, Town Manager  
Sean.Rabe@colma.ca.gov

Signet Testing Labs, Inc  
3526 Breakwater Ct  
Hayward, CA 94545  
Attn: Raj Prakash  
R.Prakash@signettesting.com

With Copy To:

Christopher J. Diaz, Town Attorney  
c/o Best Best & Krieger LLP  
2001 North Main Street, Suite 390  
Walnut Creek, CA 94596

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Town and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of Town and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

26. Successors and Assigns

DO

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of Town. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. Town's Right to Employ Other Consultants

Town reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.


[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE TOWN OF COLMA  
AND SIGNET TESTING LABS, INC**

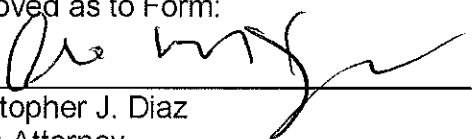
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**TOWN OF COLMA**

Approved By:

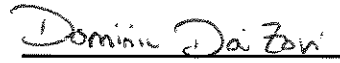
  
\_\_\_\_\_  
Sean Rabé  
Town Manager

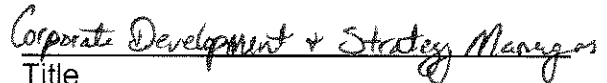
Approved as to Form:

  
\_\_\_\_\_  
Christopher J. Diaz  
Town Attorney

**CONSULTANT**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Name

  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Date

# Contract Exhibit A

Div. 3	Cast-In-Place Concrete	Visits		Estimated Units	Rate	Amount
<b>Concrete Placement Inspection (Includes Rebar Placement):</b>						
	Reinforcing Inspection	8	32	hours	\$ 85.00	\$ 2,720.00
	Concrete Placement and Sampling	10	44	hours	\$ 85.00	\$ 3,740.00
	Batch Plant Inspection	8	48	hours	\$ 85.00	\$ 4,080.00
	Epoxy Anchor/Dowel Installation Observation	2	8	hours	\$ 85.00	\$ 680.00
	Epoxy Anchor/Dowel Pull Testing	2	8	hours	\$ 95.00	\$ 760.00
	Post Installed Concrete Anchor Installation Observation and Torque Testing	3	12	hours	\$ 97.00	\$ 1,164.00
	Sample Transportation To Laboratory		16	hours	\$ 75.00	\$ 1,200.00
	Trip Charges		20	each	\$ 55.00	\$ 1,100.00
<b>Laboratory &amp; Engineering Services:</b>						
	Concrete Compression Test (10 sets of 4)		40	each	\$ 30.00	\$ 1,200.00
	Project Management		4	hours	\$ 150.00	\$ 600.00
	Final Report		1	each	\$ 350.00	\$ 350.00
						Subtotal: \$ 17,594.00

Div. 4	CMU/Masonry Walls (Trash & Generator Enclosure)	Visits		Estimated Units	Rate	Amount
	Masonry Inspection Including Placement and Sampling (Periodic)	3	16	hours	\$ 87.00	\$ 1,392.00
	Sample Transportation To Laboratory		3	hours	\$ 75.00	\$ 225.00
	Trip Charges		3	each	\$ 55.00	\$ 165.00
<b>Laboratory &amp; Engineering Services:</b>						
	Preconstruction Composite Prism Tests (1 Set of 5) UBC Standard		1	each	\$ 155.00	\$ 155.00
	Composite Prism Compression (2 Sets of 3) UBC Standard		6	each	\$ 145.00	\$ 870.00
	Grout Compression (2 Sets of 4) UBC Standard		8	each	\$ 35.00	\$ 280.00
	Mortar Compression (2 Set of 4) UBC Standard		4	each	\$ 35.00	\$ 140.00
						Subtotal: \$ 3,227.00

Div. 5	Structural, Misc. Steel & Anchor Systems	Visits		Estimated Units	Rate	Amount
<b>Structural Steel Inspection:</b>						
	Shop Welding Inspection (Material ID Included)	9	72	hours	\$ 87.00	\$ 6,264.00
	Field Welding & High Strength Bolts (Includes Metal Deck and	10	72	hours	\$ 87.00	\$ 6,264.00
	Trip Charges		20	each	\$ 55.00	\$ 1,100.00
	Project Management & WPS Review		3	hours	\$ 150.00	\$ 450.00
						Subtotal: \$ 14,078.00

Professional Services Estimated Total: \$ 34,899.00

Project Administration: \$ 3,490.00

Project Staff Load & Cost Summary		Hours	Cost
Cast-In Place Concrete:		168	\$ 17,594.00
CMU/Masonry Walls:		19	\$ 3,227.00
Structural, Misc. Steel & Anchor Systems:		144	\$ 14,078.00
<b>Base Special Inspections (w/ Project Admin):</b>		<b>331</b>	<b>\$ 38,389.00</b>

ENGINEERING & PROJECT MANAGEMENT		Units	Rate
Senior Staff Professional/Geotechnical Engineer		Hour	\$ 160.00
Project Manager/Field Supervisor		Hour	\$ 150.00
Weekly Summary Reports		Hour	\$ 150.00
Trip Charges		Each	\$ 55.00

ALTERNATES						
ALT A	Earthwork Special Inspections and Testing	Visits		Estimated Units	Rate	Amount
<b>Onsite Earthwork Soil Sampling and Backfill Compaction Testing:</b>						
	Earthwork Compaction Testing (Includes Soil Sampling When Needed and Observation)	8	40	hours	\$ 95.00	\$ 3,800.00
	Trip Charges		8	each	\$ 55.00	\$ 440.00
<b>Laboratory &amp; Engineering Services:</b>						
	ASTM D 1557 Modified Proctor (4 inch Mold)		1	each	\$ 295.00	\$ 295.00
	ASTM D 1557 Modified Proctor (6 inch Mold)		1	hour	\$ 325.00	\$ 325.00
	Plasticity Index for Material Acceptance		1	each	\$ 225.00	\$ 225.00
	Sieve Analysis for Material Acceptance (Total Sieve up to 1-1/2 inch maximum)		1	each	\$ 325.00	\$ 325.00
						Subtotal: \$ 5,410.00

20

# Contract Exhibit A

ALT A	Structural Wood Framing	Estimated Units	Rate	Amount
<b>Structural Wood Inspections:</b>				
	Shearwall Nailing Inspection	12 hours	\$ 87.00	\$ 1,044.00
	Trip Charges	3 each	\$ 55.00	\$ 165.00
Subtotal:				\$ 1,209.00

ALT B	Fireproofing	Estimated Units	Rate	Amount
<b>Fireproofing Inspection:</b>				
	Fireproofing Onsite Inspection (Includes Verifying Thickness)	16 hours	\$ 87.00	\$ 1,392.00
	Fireproofing Batching Inspection	4 hours	\$ 87.00	\$ 348.00
	Trip Charges	3 each	\$ 55.00	\$ 165.00
<b>Laboratory &amp; Engineering Services:</b>				
	Fireproofing Density Tests	3 each	\$ 110.00	\$ 330.00
Subtotal:				\$ 2,235.00

ALT C	Shotcrete	Estimated Units	Rate	Amount
<b>Placement Inspection (Basement/Perimeter Walls):</b>				
	Inspection of Nozzlemen at Mock-Up Panel (2 Nozzlemen)	4 hours	\$ 89.00	\$ 356.00
	Shotcrete Placement Inspections (Production Placement)	8 hours	\$ 89.00	\$ 712.00
	Shotcrete Rebar Inspection (Production)	8 hours	\$ 89.00	\$ 712.00
	Rebar Placement (Mock-up/Pre-construction)	4 hours	\$ 89.00	\$ 356.00
	Shotcrete Coring of Mock-Up Panels	8 hours	\$ 175.00	\$ 1,400.00
	Sample Transportation to Laboratory	4 hours	\$ 55.00	\$ 220.00
<b>Laboratory &amp; Engineering Services:</b>				
	Shotcrete Mix Design Review	2 hours	\$ 160.00	\$ 320.00
	Pre-Construction Test Panel Compression Testing	6 each	\$ 95.00	\$ 570.00
	Production Shotcrete Compression Tests (includes lab coring)	10 each	\$ 95.00	\$ 950.00
	Engineers Review and Report (w/ PM)	2 hours	\$ 150.00	\$ 300.00
Subtotal:				\$ 5,896.00

**Owner & Construction Team:**

- |  |   |
|--|---|
| <input type="checkbox"/> Owner: Town of Colma      | <input type="checkbox"/> Architect: Rateliff                      |
| <input type="checkbox"/> Construction Manager: CRG | <input type="checkbox"/> Structural Engineer: Degenkolb           |
| <input type="checkbox"/> General Contractor: TBD   | <input type="checkbox"/> Soils Engineer: Corner Stone Earth Group |

**Qualifications/Assumptions:**

- Quantities noted in our cost spreadsheet are based primarily on our estimates:  
-Concrete duration (Footing, Slab-on-Grade & Walls) . Misc 10-12 pours  
-CMU/Masonry Walls at Trash & Generator Enclosure
- Structural Concrete Quantities (based on our own estimates)
- Structural & Misc. (Welding) Steel Inspections  
-IISB Bracing with Steel, Columns, Collector System, SFRS, Stairs and Metal Deck
- Anchor bolts & expansion anchors (w/ Epoxy Dowels)
- Woodframe inspections for shearwall & diaphragm nailing, including hold downs
- Masonry work estimated for low lift construction and laboratory rates are provided for both composite and unit method of testing.
- Earthwork (ALT A). This estimate does not imply that Signet is to become the Geotechnical Engineer of Record.
- Fireproofing (ALT B)
- Shotcrete placement option (ALT C)

**Additional Comments:**

- The unit rates for laboratory testing include all required laboratory technician costs, sample storage and disposal charges.
- Regular work day is from 7:00 am to 4:00 pm. Monday - Friday. Inspector rates are based on a two-hour minimum/show-up cancellation and four-hour increments.
- This estimate was based upon review of the available project documents consisting of the project plans dated 4/20/16 and email request provided by the general contractor. A detailed construction schedule was not available. Upon request, and receipt of a detailed construction schedule, quantities, and/or subcontractor listing we will update our fee estimate.
- Services will be performed on a time and material basis in accordance with this estimate and our current schedule of fees and services, including the general conditions contained therein. A ten percent administration fee will be added to all invoices. Equipment, trip mileage, parking and toll charges are additional when applicable.
- Labor rates are based upon Union wage requirements per NC-63-3-9-2015-1.
- Inspections involving Equipment have the equipment fee built into the rate.
- Special Inspection and Testing scope is per the 2013 CBC, Section 1701.1-9 (Section 1705.3.1).

**Exclusions:**

- Soils Engineering / Soils Report
- Structural Observations  
(The visual observation of the structural system for general conformance with the approved plans and specifications, at significant construction stages and at completion of the structural system. For the 2013 CBC Section 17 Code, Structural Observations must be performed by a Structural Engineer [SE] registered in California or the owner or a registered design professional)
- Off Site Improvements
- Non-Structural Site Concrete (Landscape/Civil/Arch)









Town of Colma
Engineering / Public Works Department
1188 El Camino Real, Colma, CA 94014-3212
Phone: (650) 757-8888 Fax: (650) 757-8890

CONTRACT CHANGE ORDER

Date: February 3, 2016 - 2017

Contract Change Order No. 2

Project: Colma Town Hall Project

To: Signet Testing Labs, Inc

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work included in the plans and specifications of this contract. All new work herein described shall be done in accordance with the applicable provisions of the plans and specifications, except as specifically modified by this contract change order.

NOTE: This change order is not effective until approved by the Owner, or until an authorized Field Order is executed.

This Change is requested by: Agency

DESCRIPTION OF CHANGE:

Extended services to accommodate shop and field welding schedule for structural steel scope of work. The lasting effects of Rain delays incurred in December and January led to significantly wet conditions which slowed down worker production on days where there was no rain. In addition, submittal review time led to delayed fabrication on the interior and exterior stairs, these are now being installed out of sequence at a later date in February 2017. This scope will require additional shop and field inspections which would have otherwise occurred while previous structural steel and metal decking were being installed.

CHANGE(S): The following items have been eliminated, modified or added to the project.

Extension of Inspection Services for Town Hall Project Addition (+) \$15,251

TOTAL COST OF CHANGE: Additional : \$15,251.00

Contract Amount before: Change Order No. 2: \$59,749 After This Change: \$75,000

CONTRACT TIME ADJUSTMENT: ADD: 0 WORKING DAYS

This change order constitutes full and complete compensation for all labor, equipment, materials, small tools, jobsite and home office overhead, profit, any and all indirect costs and contract time adjustment to perform the above described change. All other costs are non-compensable.

APPROVED BY: [Signature] DATE: 2/6/17
Sean Rabé, City Manager

ACCEPTED BY: [Signature] DATE: 2/3/17
Signet Testing Labs, Inc
Inspection Agency



## Attachment E

Town of Colma  
 Signet Test Labs, Inc  
 Progress Payments Table

		Initial Contract:	\$	38,389.00			
		Change Order 1	\$	21,360.00			
		Change Order 2	\$	15,251.00			
		Adjusted Contract Amount	\$	75,000.00			
	App #	Request This Period			Request Total - Prior Payments	Remaining Balance	Notes
PP1	4174	\$ 517.00	\$	517.00	\$ -	\$ 37,872.00	
PP2	4207R	\$ 2,374.68	\$	2,891.68	\$ 517.00	\$ 35,497.32	
PP3	4269	\$ 1,071.95	\$	3,963.63	\$ 2,891.68	\$ 34,425.37	
PP4	4295	\$ 11,517.00	\$	15,480.63	\$ 3,963.63	\$ 22,908.37	
PP5	4352	\$ 1,689.05	\$	17,169.68	\$ 15,480.63	\$ 21,219.32	
PP6	4416	\$ 2,895.42	\$	20,065.10	\$ 17,169.68	\$ 18,323.90	
PP7	4477	\$ 330.00	\$	20,395.10	\$ 20,065.10	\$ 17,993.90	
PP8	4633	\$ 1,499.30	\$	21,894.40	\$ 20,395.10	\$ 16,494.60	
PP9	4726	\$ 9,062.90	\$	30,957.30	\$ 21,894.40	\$ 7,431.70	
PP10	4738	\$ 8,900.32	\$	39,857.62	\$ 30,957.30	\$ 35,142.38	
PP11	4826	\$ 17,142.40	\$	57,000.02	\$ 39,857.62	\$ 17,999.98	
PP12	4857	\$ 6,188.82	\$	63,188.84	\$ 57,000.02	\$ 11,811.16	
PP13	4870	\$ 6,840.90	\$	70,029.74	\$ 63,188.84	\$ 4,970.26	
PP14	4941	\$ 1,737.45	\$	71,767.19	\$ 70,029.74	\$ 3,232.81	
PP15-Void	5000						
PP16	5027	\$ 3,437.50	\$	75,204.69	\$ 71,767.19	\$ (204.69)	Billing approved for \$3,232.81





# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Brad Donohue, Director of Public Works  
 VIA: Sean Rabé, City Manager  
 MEETING DATE: May 17, 2017  
 SUBJECT: Town Hall Consulting Services – Amendment 4 and Town Hall Project Update

## RECOMMENDATION

Staff recommends that the City Council adopt:

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO FOURTH  
 AMENDMENT TO CONTRACT WITH RATCLIFF ARCHITECTS FOR \$415,000

## EXECUTIVE SUMMARY

The proposed fourth contract amendment with Ratcliff Architects provides an additional \$415,000 for Architectural Construction Administration Services and is the result of several months of negotiation between the City Manager and Ratcliff. The amendment provides \$313,251 for construction administration services by Ratcliff and their sub-consultants for the remainder of construction. The remaining portion of the proposed amendment, \$101,749 is requested to be set aside as a contingency for work that could be defined as unforeseen or change of scope. These requested funds could only be authorized for expenditure by approval of the City Manager.

At the conclusion of the presentation amending the Ratcliff contract, staff will be presenting an update on the Town Hall Renovation Project.

## FISCAL IMPACT

The total cost for Amendment 4 is \$415,000. This amount was already included in the project budget amendment that the City Council approved at the March 8 Council meeting.

The contract amendment is structured as follows: \$254,621 for Construction Administration services and \$58,630 for Value Engineering and Conforming Plans, for a total of \$313,251. Staff proposes the total contract amendment be set at \$415,000, however. The additional \$101,749 is proposed as a contingency for unforeseen conditions and potential design changes due to the SFPUC water main in front of the Town Hall Facility. Any expenses beyond the \$313,251 will be contingent on the City Manager's approval. The Town Hall Renovation Project budget has adequate funds to cover the contract amendment.

## **BACKGROUND**

The Town and Ratcliff Architects executed the initial design contract for Phase I in February 2014 (Attachment G). The Phase I scope of work required Ratcliff and their sub-consultants to complete a site plan and building elevation details for Council review. Council approved Phase I drawings at the November 12, 2014 meeting.

Council then directed Town staff to explore options for architectural and construction services for the Phase II work. These services included complete design, preparation of construction documents, bid management and construction administration. Costs for Phase II amounted to \$881,390; Phase II costs were captured in Amendment 1 (Attachment F), which was approved by Council on March 11, 2015.

Upon the initial submissions of Phase II work by the design team to the Town it became apparent, via the construction estimate, that the design was exceeding the budget. Amendment 2 was signed for \$335,718 for additional design services by Ratcliff and their sub-Consultants to provide value engineering of the scope in an attempt to reduce construction costs. Amendment 2 (Attachment E) was negotiated between the City Manager and Ratcliff Architects for a final amount of \$253,340, which Council approved on July 27, 2016.

The process explained above was lengthy and thus inhibited the Town's ability to begin work in Fall of 2015 as desired, thus the Town and Ratcliff worked to split the project scope into separate phases. These phases included HAZMAT Remediation, Demolition, Mass Grading & Excavation, Structural Steel, Infill & Sitework and furnishings. This allowed certain phases to begin while Ratcliff and the sub-consultants continued design efforts on remaining phases. The cost to provide construction documents per the Phasing totaled \$60,955 and was accepted per the City Manager's signing authority in Amendment 3 (Attachment D).

Amendment 4 extends construction administration services by Ratcliff and their sub-consultants to the completion of the project. Phasing the project per Amendment 3 extended the overall construction schedule beyond the budget which Ratcliff had provided in the Phase II costs (Amendment 1). Amendment 4 also contains costs for Ratcliff and sub-consultants to provide revisions per the latest round Value Engineering and to produce a final conformed set of plans and specs for construction.

## **ANALYSIS**

Construction Administration Services include but are not necessarily limited to submittal and re-submittal reviews, responding to Contractor requests for additional information/clarification, providing solutions to field issues, providing supplemental architect information, producing as requested additional design RFPs and providing general correspondence on project related matters for both the Town and the contractor.

Architectural Construction Administration is a key and vital part of any construction project. The contractor will undoubtedly require additional information and clarification as they navigate through the plans and specifications and work towards project completion. In addition, the contractor may provide information of value to the project where potentially additional savings could occur. These proposals are routed through the construction administrative process. Construction Administration provides the Town with assurance that the building is constructed per the design intent and applicable codes/laws.

As Council knows, staff has been working with a contractor on value engineering the infill portion of the project for several months. Unfortunately, due to their own bonding issues, that contractor can no longer pursue this project. The work completed in the Value Engineering process between the Architect, Staff and the contractor still delivered cost savings to the project, however. Staff reviewed the list of Value Engineered items and is directing Ratcliff and their sub-consultants to update plans and specs on items which are believed to provide savings to the infill portion of the project.

Approval of the proposed contract amendment will result in the final conformed set of plans, plans which will be provided for construction on the infill phase of the project. It is important to make these changes now, prior to an agreement with a new contractor, so that the revisions (savings) are accurately captured within bids.

### **COUNCIL ADOPTED VALUES**

Approval of the contract amendment is consistent with the Council adopted value of *Responsibility*, because the increased construction administration will increase clarifications and decrease confusion for the contractor who is awarded the project in the future.

### **Alternatives**

Council could choose not to approve the negotiated contract amendment with the Architect. Doing so is not recommended, however, because construction administration is an important piece of the construction process. Rejection of the amendment would mean the Town would need to solicit these services from a new design team. This would be a challenging process for the Town and any contractor that is awarded the project. It is in the best interest of the Town and the project as a whole to maintain the design team throughout the entire process.

In addition, due to the risk, the odds of soliciting a design team willing to take over another's design is quite low. It's also unknown whether a new designer would provide construction administration Services without attempting to re-design the project. The Value Engineering updates and conformed plan set however produce an even greater challenge should Council not adopt Amendment 4. The Town would be asking a new designer to provide design updates which were derived by another contractor and vetted through the previous design team. While this is possible, the product may be compromised given all the different consultants who have worked on the project.

### **CONCLUSION**

Staff recommends that the City Council adopt the attached resolution authorizing the City Manager to enter into a fourth contract amendment with Ratcliff Architects, for a total amount of \$415,000.

### **ATTACHMENTS**

- A. Resolution
- B. Fourth Contract Amendment
- C. Amendment #3
- D. Amendment #2

- E. Amendment #1
- F. Original Contract



**RESOLUTION NO. 2017-\_\_\_  
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO  
FOURTH AMENDMENT TO CONTRACT WITH RATCLIFF ARCHITECTS  
FOR \$415,000**

The City Council of the Town of Colma does hereby resolve:

**1. Background.**

(a) The original contract was competitively bid in accordance with the Town’s Purchasing Ordinance. The City Council directed staff to issue a Request for Proposals (RFP) to solicit proposals from qualifying architectural firms for the Colma Town Hall renovation project. The scope of the RFP included both a Phase I and Phase II, with Phase I including pre-design services and Phase II including design and construction services.

(b) On March 11, 2015, the City Council approved a First Amendment to the Agreement to proceed with Phase II of the project.

(c) On July 27, 2016, the City Council approved a Second Amendment to the Agreement to compensate the Architect for additional design services work.

(d) On October 31, 2016, the Town approved a Third Amendment to the Agreement to address phasing of the Project and additional cost to provide construction documents associated with the phasing.

(e) Due to additional work associated with construction administration and value engineering and design associated with the phasing of the project, the Town now wishes to enter into a Fourth Amendment to the Agreement.

**2. Order.**

(a) The Fourth Amendment to the Agreement between Ratcliff and the Town of Colma, a copy of which is on file with the City Clerk, is approved by the City Council of the Town of Colma.

(b) The City Manager is authorized to execute said contract on behalf of the Town of Colma, with such technical amendments as may be deemed appropriate by the City Attorney.

///

///

///

///

///

### Certification of Adoption

I certify that the foregoing Resolution No. 2017-\_\_ was duly adopted at a regular meeting of said City Council held on May 17, 2017 by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Helen Fisicaro, Mayor					
Raquel Gonzalez					
Joanne del Rosario					
Diana Colvin					
John Irish Goodwin					
Voting Tally					

Dated \_\_\_\_\_

\_\_\_\_\_  
Helen Fisicaro, Mayor

Attest: \_\_\_\_\_  
Caitlin Corley, City Clerk

**FOURTH AMENDMENT TO**  
**AGREEMENT FOR ARCHITECTURAL SERVICES**

**THIS FOURTH AMENDMENT** (“Fourth Amendment”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **TOWN OF COLMA**, a municipal corporation organized under the laws of the State of California with its principal place of business at 1198 El Camino Real, Colma, CA 94014 (“Town”) and **RATCLIFF ARCHITECTS** with its principal place of business at 5856 Doyle Street, Emeryville, CA 94608 (“Architect”). Town and Architect are sometimes individually referred to as “Party” and collectively as “Parties” in this Fourth Amendment.

**RECITALS**

**WHEREAS**, on or about February 26, 2014, the Town and Architect entered into an Agreement for Architectural Services (the “Agreement”), for the design of the Colma Town Hall Renovation project (the “Project”); and

**WHEREAS**, the Agreement permits the Town and Architect to amend the terms and conditions of the Agreement upon mutual written agreement of the parties; and

**WHEREAS**, on or about March 11, 2015, the Town and Architect entered into a First Amendment to the Agreement (“First Amendment”) whereby the fee and scope of work for completion of the Phase II design services was agreed upon by the Parties; and

**WHEREAS**, on or about July 27, 2016, the Town and Architect entered into a Second Amendment to the Agreement (“Second Amendment”) to address additional costs associated with the design services for Phase II of the Project; and

**WHEREAS**, on or about October 31, 2016, the Town and Architect entered into a Third Amendment to the Agreement (“Third Amendment”) to compensate Architect for certain additional tasks to complete the Phase II design services as agreed to between the Parties; and

**WHEREAS**, Architect has informed the Town of the need to perform additional tasks to complete: (1) the Phase II construction administration services on the Project; and (2) value engineering and conforming plans (“Additional Services”)

**WHEREAS**, in order to compensate Architect for the Additional Services, the Parties now desire to amend the Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in good and valuable consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Amendment Terms.**

The Agreement is hereby amended as follows:

- a. Additional Services. Town acknowledges Architect must complete certain Additional Services in order to complete: (1) the Phase II construction administration services; and (2) value engineering and conforming plans. Such Additional Services are described in Exhibit “A.”
  
- b. Architect’s Fee for Additional Services. In accordance with Sections 3.8 and 3.10 of the Agreement, Town and Architect agree that Architect will perform the Additional Services on a time and materials basis for a not to exceed fee of \$415,000.00 (“Additional Services Fee”), as further described and set forth in the spreadsheet attached hereto and incorporated herein as Exhibit “A”. The breakdown of the \$415,000.00 is as follows:
  - i. \$254,621 for Construction Administration Services
  - ii. \$58,630 for Value Engineering and Conforming Plans
  - iii. \$101,749 as Town-owned design contingency for potential unforeseen conditions and potential design changes, subject to City Manager approval and authorization.

Architect shall not be entitled to any additional compensation except as explicitly authorized by a written agreement between the Parties.

- c. Invoicing for Additional Services. In accordance with Section 3.10.4 of the Agreement, Architect shall submit itemized invoices on a monthly basis which indicate with specificity the Additional Services performed (broken down by category above), percentage or portion of Additional Services completed, method of computing the amount payable, payments previously made against the Additional Services Fee, and the amount to be paid. Architect’s failure to invoice Town for tasks rendered more than sixty (60) days after performance of the task and to otherwise comply with the invoicing requirements set forth herein shall constitute cause for Town to refuse payment and shall be deemed a waiver by Architect of its right to pursue further payment or make a claim against Town for the unpaid amounts associated with said tasks.
- 2. This Fourth Amendment shall only be effective upon the execution by both the Town and Architect.
  - 3. This Fourth Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
  - 4. This Fourth Amendment shall affect only the items specifically set forth herein, and all other terms and conditions of the Agreement, as amended by the First, Second and Third Amendments, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have, by their duly authorized representatives, executed this Fourth Amendment to the Agreement for Architectural Services, as of the month, day and year first above written.

**TOWN OF COLMA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RATCLIFF ARCHITECTS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**

**DESCRIPTION OF ADDITIONAL SERVICES AND FEES AND DELIVERABLES**

**TOWN OF COLMA  
TOWN HALL RENOVATION**

**Amendment 4 – Construction Administration Extension, Value Engineering III and Conformed Plans and Specifications**

Attached are all back-up proposals.

CONSTRUCTION ADMINISTRATION \$245,771.00  
[See attached proposal]

- 2 FTE for 2 days per week for 12 mon., same tasks as Amd. 1, Article 5.

VALUE ENGINEERING III \$ 8,850.00  
[See attached proposal]

- Effort required to complete Conformed Set, to incorporate all revisions approved by the Town in support previous Bid and VE III decision activity.
- For revisions to plans per revisions requested by SFPUC, see email Mahan sent Bill W. on 5/2, and Note 1 below.

---

**Total RATCLIFF Fees (See Note 1 below): \$254,621.00**

CONSTRUCTION ADMINISTRATION [See attached Letter]  
DEG (Structural) \$14,700.00

- Estimate of remaining effort in 1941 Bldg. and misc. items in New Addition to support Infill Bid Package CA, same tasks as Amd. 1, Article 5.

VALUE ENGINEERING III, CONFORMED SET [See attached proposals]

DEG (Structural) 4,000.00  
OMM (Electrical) 23,750.00  
M&W (Mech/Plumb) 13,800.00  
BKF (Civil) 1,500.00  
DLA (Landscape) 880.00

- Effort required to complete Conformed Set, to incorporate all revisions approved by the Town in support previous Bid and VE III decision activity.
- \$43,930.00

---

**Total CONSULTANT Fees: \$ 58,630.00**

---

**TOTAL FEES (Construction Admin. Extension, Value Engineering III, Conformed Plans and Spec.): \$313,251.00**

Notes:

- 1) No fees have been assessed on the PUC easement coordination that has been identified the week of Mar 24th, 2016 and remains un-resolved. Front yard and main entry porch redesign and Conformed Set for this item seem to be required. Involves: A/S/E/C/LA disciplines.
- 2) The CD set will be provided within 4 weeks of approval of this Amendment. I.e. 4 weeks from May 18, 2017.
- 3) Infill Package CA Phase does not begin until the Contractor has mobilized on site, any new A+E efforts prior to The GC start date is not to be attributed to Infill Package CA Phase, and must be approved by the Town.
- 4) Invoices shall be submitted monthly to the Town Hall Project Manager for review and processing.
- 5) Ratcliff shall provide Town with weekly updates regarding the CD set progress.





**THIRD AMENDMENT TO**  
**AGREEMENT FOR ARCHITECTURAL SERVICES**

**THIS THIRD AMENDMENT** ("Third Amendment") is made and entered into this 31 day of October, 2016, by and between the **TOWN OF COLMA**, a municipal corporation organized under the laws of the State of California with its principal place of business at 1198 El Camino Real, Colma, CA 94014 ("Town") and **RATCLIFF ARCHITECTS** with its principal place of business at 5856 Doyle Street, Emeryville, CA 94608 ("Architect"). Town and Architect are sometimes individually referred to as "Party" and collectively as "Parties" in this Third Amendment.

**RECITALS**

**WHEREAS**, on or about February 26, 2014, the Town and Architect entered into an Agreement for Architectural Services (the "Agreement"), for the design of the Colma Town Hall Renovation project (the "Project"); and

**WHEREAS**, the Agreement permits the Town and Architect to amend the terms and conditions of the Agreement upon mutual written agreement of the parties; and

**WHEREAS**, on or about March 11, 2015, the Town and Architect entered into a First Amendment to the Agreement ("First Amendment") whereby the fee and scope of work for completion of the Phase II design services was agreed upon by the Parties; and

**WHEREAS**, on or about October 31, 2016, the Town and Architect entered into a Second Amendment to the Agreement ("Second Amendment") to address additional costs associated with the design services for Phase II of the Project; and

**WHEREAS**, Architect was required to perform certain additional tasks to complete the Phase II design services as agreed to between the Parties ("Additional Services"); and

**WHEREAS**, in order to compensate Architect for the Additional Services, the Parties now desire to amend the Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in good and valuable consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Amendment Terms.**

The Agreement is hereby amended as follows:

- a. **Additional Services.** Town acknowledges Architect has completed certain Additional Services in order to complete the Phase II design services. Such


Additional Services performed by Architect are set forth in Exhibit "A" to this Third Amendment.

b. Architect's Fee for Additional Services. In accordance with Sections 3.8 and 3.10 of the Agreement, Town and Architect agree that the total fee for the Additional Services set forth in Exhibit "A" shall be in the aggregate sum of \$60,955.00 ("Additional Services Fee"), as further described and set forth in the spreadsheet attached hereto and incorporated herein as Exhibit "B". The undersigned Architect accepts and acknowledges that the Additional Services Fee comprises the total compensation due for the Additional Services set forth in Exhibit "A". The Additional Services Fee shall be paid following Architect's provision of all deliverables set forth in Exhibit "B". Architect hereby releases and agrees to waive all rights without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of, or as a result of, this Third Amendment.


2. This Third Amendment shall only be effective upon the execution by both the Town and Architect.
3. This Third Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
4. This Third Amendment shall affect only the items specifically set forth herein, and all other terms and conditions of the Agreement, as amended by the First and Second Amendment, shall remain in full force and effect.


**IN WITNESS WHEREOF**, the Parties hereto have, by their duly authorized representatives, executed this Third Amendment to the Agreement for Architectural Services, as of the month, day and year first above written.

**TOWN OF COLMA**

By:   
Name: Sean Rabe  
Title: City Manager

**RATCLIFF ARCHITECTS**

By:   
Name: Dan Wetherell  
Title: Principal

  
PETER TSUGAWA  
Principal

**EXHIBIT "A"**

**DESCRIPTION OF ADDITIONAL SERVICES**

<b>Extra Work (Add Service Request)</b>	<b>Date</b>	<b>Consultants Included</b>
Structural Steel Bid	5/19/2016	Ratcliff, Degenkolb
Infill Package (Rebid)	5/19/2016	Ratcliff, Engr Consultants
Casework	5/24/2016	Ratcliff
FF&E	5/24/2016	Ratcliff
Peer Review		Cleary and Structural peer review
Renderings		Ratcliff
Demo Package		Ratcliff and Degenkolb

**EXHIBIT "B"**

**ADDITIONAL SERVICES FEE AND DELIVERABLES**

<b>Extra Work (Add Service Request)</b>	<b>Amount</b>	<b>Deliverables</b>
Structural Steel Bid	\$4,929.00	None – project has bid
Infill Package (Rebid)	\$13,995.00	Bid documents for formal bidding due on July 22 <sup>nd</sup> , 2016
Casework	\$5,984.00	RFP for timely procurement
FF&E	\$5,984.00	RFP for timely procurement
Peer Review	\$4,063.00	Pier Review Study
Renderings	\$18,000.00	12 digital renderings + full size copies
Demo Package	\$8,000.00	None - project complete
<b>Total Approved</b>	<b>\$60,955.00</b>	

Backup for the Additional Services Fee shall be attached behind this page.

**TOWN OF COLMA  
TOWN HALL RENOVATION  
ADDITIONAL SERVICES #1 BACK-UP**

**CATEGORY 1: SUBCONSULTANT COSTS**

**1. Mechanical Engineering (McCracken & Woodman)**

**VE 1 Deletion of Lower Level Garage (\$11,900)**

Parking garage eliminated and approximately 1/3 of the parking garage space filled in with conditioned space (3,900 sq. ft.).

Tasks Completed:

- Mechanical engineering services were required to revise the drawings and specifications to conform to the new floor plan layouts based on deleting the lower level garage.
- Approximately 3,900 sq. ft. of conditioned area were added which required the redesign of the heating, ventilating, air conditioning (HVAC) and plumbing systems for the added conditioned area on the lower floor.
- Mechanical and plumbing drawings, specifications and heating and cooling calculations were revised to meet the new design requirements.

**VE 2 Redesign of Structural Steel Frame and Foundation System (\$19,400)**

The main level was redesigned to accommodate the revised structural changes.

Tasks Completed:

- New heating and cooling load calculations, new equipment selections and new layout for the HVAC systems serving approximately 3,300 sq. ft. on Level 0.
- New condensate drainage for the new HVAC systems in the Level 0 area where the HVAC systems are to be revised.
- New heating and cooling load calculations, new equipment selections and new layout for the HVAC systems serving approximately 7,300 sq. ft. on Level 1.
- New condensate drainage for the new HVAC systems in the Level 1 area where the HVAC systems are to be revised.
- New Title 24 compliance based on the revised building envelope configuration and the above noted revisions to the HVAC systems.

**2. Electrical Engineering (O'Mahony & Myer)**

**VE 1 Deletion of Lower Level Garage (\$6,500)**

Parking garage eliminated and approximately 1/3 of the parking garage space area filled in with conditioned space (3,900 sq. ft.).

Tasks Completed:

**TOWN OF COLMA  
TOWN HALL RENOVATION  
ADDITIONAL SERVICES #1 BACK-UP**

- Electrical engineering services were required to revise the drawings and specifications to conform to the new floor plan layouts based on deleting the lower level garage.
- Approximately 3,900 sq. ft. of area was added which required the redesign of the power and lighting for the added area on the lower floor.
- Electrical drawings (power and lighting), specifications and calculations were revised to meet the new design requirements.
- Fire alarm system design, drawings and specifications were revised to meet the new design requirements.

**VE 2 Redesign of Structural Steel Frame and Foundation System (\$6,400)**

The main level was redesigned to accommodate the revised structural changes.

- Electrical engineering services were required to revise the drawings and specifications to conform to the new floor plan layouts based on the revised structural layout.
- Electrical drawings (power and lighting), specifications and calculations were revised to meet the new design requirements.
- Fire alarm system design, drawings and specifications were revised to meet the new design requirements.

**3. Civil Engineering (BKF)**

Project scope was increased beyond the civil engineer's original proposal and agreement. Additional civil engineering services were required to revise their drawings and specifications to conform to new layouts and timing of information received on the above referenced project.

Tasks Completed:

**Preliminary Design (PD) Phase (\$6,500)**

- One meeting was allotted during the PD phase. BKF attended multiple meetings.
- In response to the estimated project cost, BKF issued multiple plan submittals and storm water treatment calculations.
- The storm water approach was also modified based on a lot line adjustment that occurred after the PD phase had started.

**Construction Documents (CD) Phase (\$9,000)**

- Based on the request of the team, BKF prepared alternate excavation plans including earthwork quantities which varied from the PD phase.
- Two meetings were allocated for the CD phase. BKF attended multiple meetings beyond the two meetings specified in their agreement.
- Per our original proposal and agreement, BKF had budgeted to provide one (1) formal CD package to the architect. At the direction of the team, BKF prepared and submitted multiple packages including:

**TOWN OF COLMA  
TOWN HALL RENOVATION  
ADDITIONAL SERVICES #1 BACK-UP**

- a. Multiple 95% CD packages due to estimated project costs
- b. Phased demolition plan
- c. Mass grading plan
- d. Bid documents

**4. Structural Engineering (Degenkolb)**

**VE 1 Deletion of Lower Level Garage (\$20,000)**

Parking garage eliminated and approximately 1/3 of the parking garage space filled in with conditioned space (3,900 sq. ft.).

Tasks Completed:

- Additional structural engineering services were involved in revising drawings and specifications to conform to new layouts.
- Basis of design (BOD) and meeting with Town of Colma.
- Multiple structural framing and foundation design options explored and priced
- Underpinning concept development.
- Redesign and documentation of PD phase structural systems.

**VE 2 Redesign of Structural Steel Frame and Foundation System (\$92,500)**

The main level was redesigned to accommodate the revised structural changes.

Tasks Completed:

- Additional structural engineering services were involved in revising drawings and specifications to conform to the new layouts.
- Deep analysis of 50% CD cost estimate overruns indicated for structural system.
- Revisit BOD and meeting with Town of Colma.
- Multiple design options.
- Alternate foundation options.
- Redesign and documentation of PD and CD phases structural systems.
- Submittals: Per our original proposal Degenkolb had budgeted to provide one (1) formal submittal package to the Architect for submittal. At the direction of the team Degenkolb prepared and submitted multiple packages including:

- a. Phased demolition plan
- b. Mass grading plan
- c. Multiple structural steel bid documents

**TOWN OF COLMA  
TOWN HALL RENOVATION  
ADDITIONAL SERVICES #1 BACK-UP**

**5. Cost Consulting (McKay Construction Services)**

**VE 1 Deletion of Lower Level Garage (\$1,840)**

Parking garage eliminated and approximately 1/3 of the parking garage space filled in with conditioned space (3,900 sq. ft.):

Tasks Completed:

- Additional cost estimating services were involved in revising our probable cost report to conform to the new layouts. The revisions required included:
  - a. Matt slab and drilled piers (multiple estimates)
  - b. Deep excavation to elevation 184 with shallow foundation with garage (multiple estimates)
  - c. Deep excavation with no garage
  - d. Drilled piers with no garage
  - e. Site configurations with no garage
  - f. Different roof schemes
  - g. Framing with structural steel and wood framing
  - h. Structural steel with metal stud infill
  - i. Self-supporting structural steel with metal stud infill
  - j. numerous "what if" pricing options on various items

**Total Negotiated Agreement by Ratcliff and Consultants**

**\$174,040**



**TOWN OF COLMA  
TOWN HALL RENOVATION  
ADDITIONAL SERVICES #1 BACK-UP**

**CATEGORY 2: RATCLIFF FEES (NON SETTLEMENT)**

**1. Peer review (\$4,063)**

Tasks completed:

- After review of the 50% CD probable cost report, Ratcliff, consultants and the Town of Colma conducted peer reviews of soils report, structural systems design and probable cost.
- Attended (2) meetings to discuss outcome and next steps to include considerations of major structural redesign and use of multiple bid packages.

**2. Renderings (\$18,000)**

Tasks completed:

- (12) architectural renderings produced and printed during (2) design phases (included main views and iterations published to Owner).

**3. Demolition Package (\$8,000)**

Tasks completed:

- Separated demolition drawings and specifications from CD progress set to be a stand-alone bid package.
- Assisted Town of Colma with revisions to bid form documents.

**4. Structural Steel Re-Bid Package (\$4,929)**

Tasks completed:

- Ratcliff and consultants reviewed the structural documents dated April 20, 2016, for use in the re-bid effort.
- Reviewed status of drawings for RFI inclusions, owner review comments and coordination with architectural drawings April 20, 2016.
- Assisted Town of Colma with revisions to bid form documents.
- Coordinated with printing service for new bid documents, May 25, 2016.
- Issued for construction, July 22, 2016.

**5. Infill Re-Bid Package (\$13,995)**

Tasks completed:

- Ratcliff and consultants reviewed the structural drawings dated July 22, 2016, for use in the Re-Bid effort.
- The scope of work and deliverables included: Review drawings status for RFI inclusions, owner review comments and coordination with architectural drawings of the July 22, 2016.

**TOWN OF COLMA  
TOWN HALL RENOVATION  
ADDITIONAL SERVICES #1 BACK-UP**

- Assisted Town of Colma with revisions to bid form documents.
- Coordinated with printing service for new bid documents, September 12, 2016.

**6. Custom Casework (\$5,984)**

Tasks completed:

- Council Chamber: dais desk, (2) staff tables, (1) lectern.
- Main lobby: (2) public counter tables.
- Scope of work included combining the previously-agreed "stand alone bid set" back into the infill bid package for its re-bid.

Deliverables:

- Drawing(s) and specifications update to complete work begun and based on review of drawings previously presented to Town of Colma.
- RFI resolutions.
- Owner review comments on the April 20, 2016 bid set.
- Coordination with architectural, electrical and AV/IT drawings of April 20, 2016.

**7. Furniture, Fixtures & Equipment (\$5,984)**

Tasks completed:

- Coordinated with Town of Colma on potential vendors.
- Conducted (1) vendor site visit to review building concepts and FF+E needs.
- Met with Town of Colma to review the RFP for FF+E.
- Met with selected vendor to review Town of Colma standards (as supplied by the Town) and the new project's finish palette and FF+E programming plans for vendor's use.
- Submittal review of vendor's FF+E budget, FF+E specifications, list and layout plans.
- Follow-up meeting with Town of Colma and vendor.

**Total Negotiated Agreement by Ratcliff and Consultants**

**\$60,955**

**TOWN OF COLMA  
TOWN HALL RENOVATION  
ADDITIONAL SERVICES #1 BACK-UP**

<b>CATEGORY 3: RATCLIFF FEES (SETTLEMENT)</b>
---

**1. Redesign of the Lower Level Floor VE#1 (\$15,000)**

Tasks completed:

- Conducted review of soils report and impact on PD phase progress to date
- Conducted options study and cost/benefit analysis with A+E team and Town of Colma to review potential program reductions and design changes to respond to soils report cost impacts.
- Coordinated preferred program reductions and design changes with consultants
- Reissued preliminary design documents.
- Reissued project schedule.

**2. Redesign of the Lower Level and Redesign Upper Level VE#2 (\$45,000)**

Tasks completed:

- Conducted review of 50% CD probable cost report and impact on 75% CD phase progress to date.
- Conducted options study and cost/benefit analysis with A+E team and Town of Colma for potential program reductions and design changes to respond to 50% CD probable cost report impacts.
- Coordinated preferred design changes with no program reductions at this time
- Recreated 75% CD set.
- Reissued project schedule.

**3. Mass Grading Package (\$19,300)**

Tasks completed:

- Separated civil drawings and specifications from CD progress set to be a stand-alone bid package.
- Packaged remainder of progress set as reference drawings exhibit.
- Assisted Town of Colma with revisions to bid form documents.

**Total Negotiated Agreement by Ratcliff and Consultants**

<b>\$79,300</b>
-----------------



**SECOND AMENDMENT TO**  
**AGREEMENT FOR ARCHITECTURAL SERVICES**

**THIS SECOND AMENDMENT** ("Second Amendment") is made and entered into this 31 day of October, 2016, by and between the **TOWN OF COLMA**, a municipal corporation organized under the laws of the State of California with its principal place of business at 1198 El Camino Real, Colma, CA 94014 ("Town") and **RATCLIFF ARCHITECTS** with its principal place of business at 5856 Doyle Street, Emeryville, CA 94608 ("Architect"). Town and Architect are sometimes individually referred to as "Party" and collectively as "Parties" in this Second Amendment.

**RECITALS**

**WHEREAS**, on or about February 26, 2014, the Town and Architect entered into an Agreement for Architectural Services (the "Agreement"), for the pre-design of the Colma Town Hall Renovation project (the "Project"); and

**WHEREAS**, the Agreement permits the Town and Architect to amend the terms and conditions of the Agreement upon mutual written agreement of the parties; and

**WHEREAS**, on or about March 11, 2015, the Town and Architect entered into a First Amendment to the Agreement ("First Amendment") whereby the fee and scope of work for completion of the Phase II design services was agreed upon by the Parties; and

**WHEREAS**, pursuant to that First Amendment, Architect was to provide Phase II design services to provide all design level documents necessary to construct the Project for the total price of \$881,390; and

**WHEREAS**, pursuant to that First Amendment, no additional compensation was due to the Architect by the Town for these design services except when Additional Services are authorized; and

**WHEREAS**, Architect has informed the Town of the need to perform additional tasks to complete the Phase II design services ("Additional Services") due to the Town separately bidding out portions of the project as contemplated under Section 3.8.3.1 of the Agreement; and

**WHEREAS**, in order to compensate Architect for the Additional Services, the Parties now desire to amend the Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in good and valuable consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Amendment Terms.**

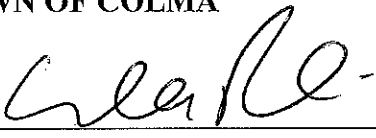
The Agreement is hereby amended as follows:

- a. Additional Services. Town acknowledges Architect has completed certain Additional Services in order to complete the Phase II design services due to the Town separately bidding out portions of the Project as contemplated under Section 3.8.3.1 of the Agreement. Such Additional Services performed by Architect are set forth in Exhibit "A" to this Second Amendment. The Town and Architect hereby agree that no Additional Services shall be required or authorized due to the Town separately bidding out portions of the Project.
  - b. Architect's Fee for Additional Services. In accordance with Sections 3.8 and 3.10 of the Agreement, Town and Architect agree that the total fee for the Additional Services set forth in Exhibit "A" shall be in the aggregate sum of \$253,340 ("Additional Services Fee"), as further described and set forth in the spreadsheet attached hereto and incorporated herein as Exhibit "B". The undersigned Architect accepts and acknowledges that the Additional Services Fee comprises the total compensation due for the Additional Services set forth in Exhibit "A". The Additional Services Fee shall be paid within thirty (30) calendar days of execution of this Second Amendment. Architect hereby releases and agrees to waive all rights without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of, or as a result of, this Second Amendment. Architect hereby agrees to use the Additional Services Fee to fully compensate all subconsultants and subcontractors who worked on the Additional Services, as documented in Exhibit "A," in the amounts represented in Exhibit "B." The Parties agree that no additional fee or payment is authorized to be incurred as a result of the Town separately bidding out portions of the Project as contemplated under Section 3.8.3.1 of the Agreement.
  - c. Prior Written Approval of Future Additional Services. Architect shall obtain Town's prior written consent in the form of a contract amendment prior to performing any further Additional Services on the Project. Architect acknowledges and agrees that it shall not be compensated for any Additional Services performed by it or its subconsultants and subcontractors without first obtaining the Town's prior written consent in the form of a contract amendment. If Architect or its subconsultants or subcontractors perform any Additional Services without obtaining the Town's written consent in the form of a contract amendment, Architect hereby agrees to waive any compensation due and shall be fully liable to compensate its subconsultants or subcontractors for any work performed.
2. This Second Amendment shall only be effective upon the execution by both the Town and Architect.
  3. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. This Second Amendment shall affect only the items specifically set forth herein, and all other terms and conditions of the Agreement, as amended by the First Amendment, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have, by their duly authorized representatives, executed this Second Amendment to the Agreement for Architectural Services, as of the month, day and year first above written.

**TOWN OF COLMA**

By: 

Name: Sean Rabe

Title: City Manager

**RATCLIFF ARCHITECTS**

By: 

Name: Dan Wetherell

Title: Principal



PETER TSUGAWA  
Principal

**EXHIBIT "A"**

**DESCRIPTION OF ADDITIONAL SERVICES**

<b>Extra Work (Add Service Request)</b>	<b>Date</b>	<b>Consultants Included</b>
Mechanical Engineering – VE 1 Deletion of Lower Level Garage		McCracken & Woodman
Mechanical Engineering – VE 2 Redesign of Structural Steel Frame and Foundation System		McCracken & Woodman
Electrical Engineering – VE 1 Deletion of Lower Level Garage		O'Mahony & Myers
Electrical Engineering – VE 2 Redesign of Structural Steel Frame and Foundation System		O'Mahony & Myers
Civil Engineering – Preliminary Design Phase		BKF
Civil Engineering – Construction Documents Phase		BKF
Structural Engineering – VE 1 Deletion of Lower Level Garage		Degenkolb
Structural Engineering – VE 2 Redesign of Structural Steel Frame and Foundation System		Degenkolb
Cost Consulting – VE 1 Deletion of Lower Level Garage		McKay Construction Services
Design Services – Redesign of Lower Level Floor VE 1		Ratcliff
Design Services – Redesign of Lower Level and Redesign Upper Level VE 2		Ratcliff
Design Services – Mass Grading Package		Ratcliff



**EXHIBIT "B"**

**ADDITIONAL SERVICES FEE AND DELIVERABLES**

<b>Extra Work (Add Service Request)</b>	<b>Amount</b>
Mechanical Engineering – VE 1 Deletion of Lower Level Garage	\$11,900
Mechanical Engineering – VE 2 Redesign of Structural Steel Frame and Foundation System	\$19,400
Electrical Engineering – VE 1 Deletion of Lower Level Garage	\$6,500
Electrical Engineering – VE 2 Redesign of Structural Steel Frame and Foundation System	\$6,400
Civil Engineering – Preliminary Design Phase	\$6,500
Civil Engineering – Construction Documents Phase	\$9,000
Structural Engineering – VE 1 Deletion of Lower Level Garage	\$20,000
Structural Engineering – VE 2 Redesign of Structural Steel Frame and Foundation System	\$92,500
Cost Consulting – VE 1 Deletion of Lower Level Garage	\$1,840
Design Services – Redesign of Lower Level Floor VE 1	\$15,000
Design Services – Redesign of Lower Level and Redesign Upper Level VE 2	\$45,000
Design Services – Mass Grading Package	\$19,300
<b>Total:</b>	<b>\$253,340</b>

Backup for the Additional Services Fee shall be attached behind this page.



**TOWN OF COLMA  
TOWN HALL RENOVATION  
ADDITIONAL SERVICES #1 BACK-UP**

**CATEGORY 1: SUBCONSULTANT COSTS**

**1. Mechanical Engineering (McCracken & Woodman)**

**VE 1 Deletion of Lower Level Garage (\$11,900)**

Parking garage eliminated and approximately 1/3 of the parking garage space filled in with conditioned space (3,900 sq. ft.).

Tasks Completed:

- Mechanical engineering services were required to revise the drawings and specifications to conform to the new floor plan layouts based on deleting the lower level garage.
- Approximately 3,900 sq. ft. of conditioned area were added which required the redesign of the heating, ventilating, air conditioning (HVAC) and plumbing systems for the added conditioned area on the lower floor.
- Mechanical and plumbing drawings, specifications and heating and cooling calculations were revised to meet the new design requirements.

**VE 2 Redesign of Structural Steel Frame and Foundation System (\$19,400)**

The main level was redesigned to accommodate the revised structural changes.

Tasks Completed:

- New heating and cooling load calculations, new equipment selections and new layout for the HVAC systems serving approximately 3,300 sq. ft. on Level 0.
- New condensate drainage for the new HVAC systems in the Level 0 area where the HVAC systems are to be revised.
- New heating and cooling load calculations, new equipment selections and new layout for the HVAC systems serving approximately 7,300 sq. ft. on Level 1.
- New condensate drainage for the new HVAC systems in the Level 1 area where the HVAC systems are to be revised.
- New Title 24 compliance based on the revised building envelope configuration and the above noted revisions to the HVAC systems.

**2. Electrical Engineering (O'Mahony & Myer)**

**VE 1 Deletion of Lower Level Garage (\$6,500)**

Parking garage eliminated and approximately 1/3 of the parking garage space area filled in with conditioned space (3,900 sq. ft.).

Tasks Completed:

**TOWN OF COLMA  
TOWN HALL RENOVATION  
ADDITIONAL SERVICES #1 BACK-UP**

- Electrical engineering services were required to revise the drawings and specifications to conform to the new floor plan layouts based on deleting the lower level garage.
- Approximately 3,900 sq. ft. of area was added which required the redesign of the power and lighting for the added area on the lower floor.
- Electrical drawings (power and lighting), specifications and calculations were revised to meet the new design requirements.
- Fire alarm system design, drawings and specifications were revised to meet the new design requirements.

**VE 2 Redesign of Structural Steel Frame and Foundation System (\$6,400)**

The main level was redesigned to accommodate the revised structural changes.

- Electrical engineering services were required to revise the drawings and specifications to conform to the new floor plan layouts based on the revised structural layout.
- Electrical drawings (power and lighting), specifications and calculations were revised to meet the new design requirements.
- Fire alarm system design, drawings and specifications were revised to meet the new design requirements.

**3. Civil Engineering (BKF)**

Project scope was increased beyond the civil engineer's original proposal and agreement. Additional civil engineering services were required to revise their drawings and specifications to conform to new layouts and timing of information received on the above referenced project.

Tasks Completed:

**Preliminary Design (PD) Phase (\$6,500)**

- One meeting was allotted during the PD phase. BKF attended multiple meetings.
- In response to the estimated project cost, BKF issued multiple plan submittals and storm water treatment calculations.
- The storm water approach was also modified based on a lot line adjustment that occurred after the PD phase had started.

**Construction Documents (CD) Phase (\$9,000)**

- Based on the request of the team, BKF prepared alternate excavation plans including earthwork quantities which varied from the PD phase.
- Two meetings were allocated for the CD phase. BKF attended multiple meetings beyond the two meetings specified in their agreement.
- Per our original proposal and agreement, BKF had budgeted to provide one (1) formal CD package to the architect. At the direction of the team, BKF prepared and submitted multiple packages including:

**TOWN OF COLMA  
TOWN HALL RENOVATION  
ADDITIONAL SERVICES #1 BACK-UP**

- a. Multiple 95% CD packages due to estimated project costs
- b. Phased demolition plan
- c. Mass grading plan
- d. Bid documents

**4. Structural Engineering (Degenkolb)**

**VE 1 Deletion of Lower Level Garage (\$20,000)**

Parking garage eliminated and approximately 1/3 of the parking garage space filled in with conditioned space (3,900 sq. ft.).

Tasks Completed:

- Additional structural engineering services were involved in revising drawings and specifications to conform to new layouts.
- Basis of design (BOD) and meeting with Town of Colma.
- Multiple structural framing and foundation design options explored and priced
- Underpinning concept development.
- Redesign and documentation of PD phase structural systems.

**VE 2 Redesign of Structural Steel Frame and Foundation System (\$92,500)**

The main level was redesigned to accommodate the revised structural changes.

Tasks Completed:

- Additional structural engineering services were involved in revising drawings and specifications to conform to the new layouts.
- Deep analysis of 50% CD cost estimate overruns indicated for structural system.
- Revisit BOD and meeting with Town of Colma.
- Multiple design options.
- Alternate foundation options.
- Redesign and documentation of PD and CD phases structural systems.
- Submittals: Per our original proposal Degenkolb had budgeted to provide one (1) formal submittal package to the Architect for submittal. At the direction of the team Degenkolb prepared and submitted multiple packages including:

- a. Phased demolition plan
- b. Mass grading plan
- c. Multiple structural steel bid documents

**TOWN OF COLMA  
TOWN HALL RENOVATION  
ADDITIONAL SERVICES #1 BACK-UP**

**5. Cost Consulting (McKay Construction Services)**

**VE 1 Deletion of Lower Level Garage (\$1,840)**

Parking garage eliminated and approximately 1/3 of the parking garage space filled in with conditioned space (3,900 sq. ft.):

Tasks Completed:

- Additional cost estimating services were involved in revising our probable cost report to conform to the new layouts. The revisions required included:
  - a. Matt slab and drilled piers (multiple estimates)
  - b. Deep excavation to elevation 184 with shallow foundation with garage (multiple estimates)
  - c. Deep excavation with no garage
  - d. Drilled piers with no garage
  - e. Site configurations with no garage
  - f. Different roof schemes
  - g. Framing with structural steel and wood framing
  - h. Structural steel with metal stud infill
  - i. Self-supporting structural steel with metal stud infill
  - j. numerous "what if" pricing options on various items

**Total Negotiated Agreement by Ratcliff and Consultants**

**\$174,040**

**TOWN OF COLMA  
TOWN HALL RENOVATION  
ADDITIONAL SERVICES #1 BACK-UP**

**CATEGORY 2: RATCLIFF FEES (NON SETTLEMENT)**

**1. Peer review (\$4,063)**

Tasks completed:

- After review of the 50% CD probable cost report, Ratcliff, consultants and the Town of Colma conducted peer reviews of soils report, structural systems design and probable cost.
- Attended (2) meetings to discuss outcome and next steps to include considerations of major structural redesign and use of multiple bid packages.

**2. Renderings (\$18,000)**

Tasks completed:

- (12) architectural renderings produced and printed during (2) design phases (included main views and iterations published to Owner).

**3. Demolition Package (\$8,000)**

Tasks completed:

- Separated demolition drawings and specifications from CD progress set to be a stand-alone bid package.
- Assisted Town of Colma with revisions to bid form documents.

**4. Structural Steel Re-Bid Package (\$4,929)**

Tasks completed:

- Ratcliff and consultants reviewed the structural documents dated April 20, 2016, for use in the re-bid effort.
- Reviewed status of drawings for RFI inclusions, owner review comments and coordination with architectural drawings April 20, 2016.
- Assisted Town of Colma with revisions to bid form documents.
- Coordinated with printing service for new bid documents, May 25, 2016.
- Issued for construction, July 22, 2016.

**5. Infill Re-Bid Package (\$13,995)**

Tasks completed:

- Ratcliff and consultants reviewed the structural drawings dated July 22, 2016, for use in the Re-Bid effort.
- The scope of work and deliverables included: Review drawings status for RFI inclusions, owner review comments and coordination with architectural drawings of the July 22, 2016.

**TOWN OF COLMA  
TOWN HALL RENOVATION  
ADDITIONAL SERVICES #1 BACK-UP**

- Assisted Town of Colma with revisions to bid form documents.
- Coordinated with printing service for new bid documents, September 12, 2016.

**6. Custom Casework (\$5,984)**

Tasks completed:

- Council Chamber: dais desk, (2) staff tables, (1) lectern.
- Main lobby: (2) public counter tables.
- Scope of work included combining the previously-agreed "stand alone bid set" back into the infill bid package for its re-bid.

Deliverables:

- Drawing(s) and specifications update to complete work begun and based on review of drawings previously presented to Town of Colma.
- RFI resolutions.
- Owner review comments on the April 20, 2016 bid set.
- Coordination with architectural, electrical and AV/IT drawings of April 20, 2016.

**7. Furniture, Fixtures & Equipment (\$5,984)**

Tasks completed:

- Coordinated with Town of Colma on potential vendors.
- Conducted (1) vendor site visit to review building concepts and FF+E needs.
- Met with Town of Colma to review the RFP for FF+E.
- Met with selected vendor to review Town of Colma standards (as supplied by the Town) and the new project's finish palette and FF+E programming plans for vendor's use.
- Submittal review of vendor's FF+E budget, FF+E specifications, list and layout plans.
- Follow-up meeting with Town of Colma and vendor.

**Total Negotiated Agreement by Ratcliff and Consultants**

**\$60,955**



**TOWN OF COLMA  
TOWN HALL RENOVATION  
ADDITIONAL SERVICES #1 BACK-UP**

<b>CATEGORY 3: RATCLIFF FEES (SETTLEMENT)</b>
---

**1. Redesign of the Lower Level Floor VE#1 (\$15,000)**

Tasks completed:

- Conducted review of soils report and impact on PD phase progress to date
- Conducted options study and cost/benefit analysis with A+E team and Town of Colma to review potential program reductions and design changes to respond to soils report cost impacts.
- Coordinated preferred program reductions and design changes with consultants
- Reissued preliminary design documents.
- Reissued project schedule.

**2. Redesign of the Lower Level and Redesign Upper Level VE#2 (\$45,000)**

Tasks completed:

- Conducted review of 50% CD probable cost report and impact on 75% CD phase progress to date.
- Conducted options study and cost/benefit analysis with A+E team and Town of Colma for potential program reductions and design changes to respond to 50% CD probable cost report impacts.
- Coordinated preferred design changes with no program reductions at this time
- Recreated 75% CD set.
- Reissued project schedule.

**3. Mass Grading Package (\$19,300)**

Tasks completed:

- Separated civil drawings and specifications from CD progress set to be a stand-alone bid package.
- Packaged remainder of progress set as reference drawings exhibit.
- Assisted Town of Colma with revisions to bid form documents.

**Total Negotiated Agreement by Ratcliff and Consultants**

<b>\$79,300</b>
-----------------



**FIRST AMENDMENT TO**  
**AGREEMENT FOR ARCHITECTURAL SERVICES**

**THIS FIRST AMENDMENT** ("First Amendment") is made and entered into this **11th day of March 2015**, by and between the **TOWN OF COLMA**, a municipal corporation organized under the laws of the State of California with its principal place of business at 1198 El Camino Real, Colma, CA 94014 ("Town") and **RATCLIFF ARCHITECTS** with its principal place of business at 5856 Doyle Street, Emeryville, CA 94608 ("Architect"). Town and Architect are sometimes individually referred to as "Party" and collectively as "Parties" in this First Amendment.

**RECITALS**

**WHEREAS**, on or about February 26, 2014, the Town and Architect entered into an Agreement for Architectural Services (the "Agreement"), for the design of the Colma Town Hall Renovation project (the "Project"); and

**WHEREAS**, the Agreement permits the Town and Architect to amend the terms and conditions of the Agreement upon mutual written agreement of the parties; and

**WHEREAS**, under the Agreement, Architect was required to complete certain Phase I Pre-Design Services, including, but not limited to, a Project Feasibility Report and Needs Assessment to develop conceptual planning and budgetary information for the Project; and

**WHEREAS**, upon approval of the conceptual planning and budgetary information by the Town Council, the Parties agreed to enter into negotiations for the potential completion of all Phase II design services necessary for the completion of the design and construction administration services to be provided by the Architect as set forth in Exhibit "A" to the Agreement (collectively "Phase II Design Services"); and

**WHEREAS**, the Town and Architect have completed their negotiations relative to the proposed fee and scope of work for completion of the Phase II Design Services contemplated by the Agreement and now desire to amend the Agreement to authorize the Architect to proceed with such work pursuant to the terms and conditions of this Amendment.

**AGREEMENT**

**NOW, THEREFORE**, in good and valuable consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Amendment Terms.**

The Agreement is hereby amended as follows:

- a. **Authorization to Proceed with Phase II Design Services.** The Architect is hereby authorized to proceed with the Phase II Design Services necessary for completion

of the design and construction phase of the Project as set forth in Exhibit "A" to the Agreement, consistent with the other terms and conditions of this Amendment.

- b. Architect's Fee for Phase II Design Services. Exhibit "B" of the Agreement relative to the Architect's compensation for such Phase II Design Services, shall be amended and superseded by the provisions of this Amendment. For Phase II Design Services, Architect shall perform such services on a time and materials basis for a not to exceed fee amount of **\$881,390.00**, as further described and set forth in the Architect's proposal for such Phase II services, dated **March 11, 2015**, and attached hereto and incorporated herein as Attachment "1" to this Amendment. Architect shall not be entitled to any additional compensation for Phase II except as explicitly authorized by a written agreement between the Parties.
  - c. Exclusions/Exceptions for Phase II Design Services. The Architect shall be required to perform all Phase II Design Services in accordance with the provisions of Exhibit "A" of the Agreement, except as explicitly set forth in this Amendment. The Parties have agreed that the allowable Exclusions/Exceptions to such Design Services are only those items set forth in Attachment "2" to this Amendment. All other requirements of Exhibit "A" of the Agreement shall apply to the Phase II Design Services provided by the Architect.
  - d. Approved Schedule. Except as otherwise agreed to in writing by the Parties, Architect shall provide all such Phase II Design Services consistent with the schedule provided by the Architect as part of its **March 11, 2015**, proposal which is attached hereto and incorporated herein as Attachment "1" to this Amendment.
2. This First Amendment shall only be effective upon the execution by both the Town and Architect.
  3. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
  4. This First Amendment shall affect only the items specifically set forth herein, and all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this First Amendment to the Agreement for Architectural Services, as of the month, day and year first above written.

**TOWN OF COLMA**

**RATCLIFF ARCHITECTS**

By: Joanne F. del Rosario

By: William J. Blessing

Name: Joanne F. del Rosario

Name: William J. Blessing

Title: Mayor

Title: Principal

March 11, 2015

Mr. Brad Donohue  
Public Works Director  
Town of Colma  
1188 El Camino Real  
Colma, CA 94014

Re: Colma Town Hall, Fee Proposal for Preliminary Design through Construction Documents  
Ratcliff Project No.: 34003.00

Dear Brad:

We are pleased to present our proposal for Preliminary Design through Construction Administration for Renovations and Addition to the Colma Town Hall. The scope of the work is described in the December 2014 Phase 1: Feasibility and Conceptual Design Report, the 12/12/14 Preliminary Pricing Set and the updated consultant narratives, also issued on 12/12/14. The scope includes renovations to the 1941 historic Town Hall, demolition of the 1986 addition and a new 2-story addition with one level of underground parking and one level of Town's administrative functions. The work also includes a podium level plaza and expansion of existing surface parking in the location of the current Annex modular buildings.

The following provides an overview of the scope of services that will be provided for each phase of the work and associated fees, and an approximate schedule duration:

**Preliminary Design (2-1/2 months)**

Ratcliff and its consultants will prepare Preliminary Design documents based on an approved Concept Phase budget and design. The scope of work and deliverables will include:

- Kick-off meeting to confirm process, overall schedule & milestones
- Code Review
- Meetings with agencies
- Document scope of work in drawing and functional specifications
- Consultant meetings & coordination
- Work with cost estimator to develop 100% PD cost estimate
- Client meeting to review 100% PD cost estimate
- Client design & coordination meetings (2)
- Council Presentation (1) for Exterior Design approval

### **Construction Documents/ Permitting (3 months)**

Based on the owner approval of the Preliminary Design documents and cost estimate, Ratcliff and its consultants will proceed into the Construction Documents phase of the project. The scope of work and deliverables will include:

- Develop and coordinate Contract Documents
- Consultant meetings and coordination for systems requirements and compatibility
- Update meeting(s) with agencies
- Coordination with Cost Estimating consultant to prepare 75% CD cost estimate
- Client meeting to review 75% CD cost estimate
- Drawings for building permit application and for contractor's BID purposes.
- Technical Specification in CSI format
- Submission to the Town of Colma for permits (permit fees NIC)
- Review permit comments and incorporate revisions as needed
- Client design and coordination meetings (2)
- Council Presentation (1) with focus on interiors

### **Bidding (4 weeks)**

Based on the approved Construction Documents phase and approved Permit Documents, Ratcliff and consultants will proceed into the Bidding phase of the project. The scope of work and deliverables will include:

- (1) Pre-bid site visit with potential bidders
- Response to contractor questions
- Addendum if required
- Bid opening/ review

### **Construction Administration (12 months)**

The scope of work is limited to 8 hours/ week / 12 months:

- The allocated time may be used to attend construction meetings and/or address any issues as directed by the client.

### **Assumptions and Exclusions**

- Assumes a 12-month construction schedule
- Additional time beyond the contracted hours for Construction Administration will be billed separately on a T&M basis
- Additional information such as updated Geotechnical Report and Survey of project area will be provided by the owner
- Allowances are included for Waterproofing consultant
- Professional 3-D presentation renderings are excluded. Quotation upon request.
- As-built documents are excluded. Quotation upon request.
- Signage Consultant is excluded (Code compliance signage is included). Quotation upon request.
- CASp (California Accessibility Specialist) review is excluded. Quotation upon request.
- FF&E Services are excluded. Quotation upon request.
- Reimbursable expenses are excluded and invoiced per original Base Contract Item:  
3.10.3 Reimbursable Expenses.

11 March 2015

pg. 3

- Schedule is compressed and will require timely decisions by client in order to maintain project milestones.
- Other assumptions and exclusions are per attached Exclusions/Exceptions for Phase II Design Services. Attachment 1.

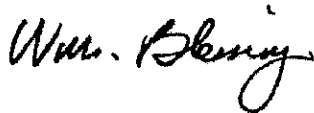
#### **FEE SUMMARY**

Please refer to attached spread sheet, consultant proposals and schedule for additional information.

Ratcliff proposes to provide the services outlined above based on a lump sum of **Eight Hundred Eighty One Thousand, Three Hundred and Ninety Dollars (\$881,390)**. Reimbursable Expenses will be billed separately at actual cost, no mark-up. Please let us know if you have any questions regarding our proposal or if you require additional information. If the proposal is acceptable, we will work with you to amend our current contract. We look forward to continuing to work with you on this important project.

Very truly yours,

RATCLIFF



Bill Blessing, Principal

#### Attachments:

- EX B\_150311\_Colma PD-CA Fee Summary
- ATTACHMENT 1\_150311\_PD-CA\_Colma Schedule
- ATTACHMENT 2\_150311\_Colma A+E exclusions\_PD-CA
- 150311\_Consultant Proposals\_PD thru CA

**RATCLIFF**



Exhibit "B"

Colma Town Hall Renovation & Addition  
 Fee Summary: Architectural per phase and Total A&E  
 Updated: 11-Mar-15

	Staff	wk/mo	hrs/wk	months PD	months CD/Permit	months Permit/Bid	months CA	\$/hr	
PTE	PIC/PD	4.33	12	2.5	2.5				\$63,651
	.3 FTE							\$245	
FTE	PM/PA model -	4.33	40	2.5	3	1			\$179,002.20
	1FTE							\$159	
FTE	Junior	4.33	40	2.5	3				\$104,786
	.5FTE							\$110	
PTE	SPECS/QA	4.33	40	0.25	0.25				\$16,454
	2 phases							\$190	
	<b>FEE (Excluding CA)</b>								<b>\$363,893</b>
1 D /wk	CA Lead Arch	4.33	8				12		\$66,093
	12 months							\$159	
NIC	CA Admin	4.33	0				12		\$0
	12 months							\$75	
	December 2014 SD services								18,361
	<b>TOTAL RATCLIFF FEE</b>								<b>\$448,347</b>

TOTAL A+E Fee Summary	
Ratcliff	\$448,347
Consultants	\$393,675
10% mark-up	\$39,368
<b>TOTAL A+E FEE</b>	<b>\$881,390</b>

**Assumption and Exclusions**

- 1 Construction Administration services for Architectural team is limited to 8hrs/week. Additional time will be billed separately on a T&M basis.
- 2 Exclusions:  
See ATTACHMENT 2\_150311\_Colma A+E exclusions\_PD-CA

**Colma Town Hall Renovation & Addition  
 Consultant Fee Proposals: Preliminary Design - Construction Documents**

**Updated:** 11-Mar-15

	PHASE					TOTAL
	PD	CD	BID	CA		
Civil	\$4,500	\$16,500	incl. in CD	\$5,000	\$26,000	
Landscape	\$17,605	\$27,460	\$1,440	\$10,110	\$56,615	
Structural	\$33,000	\$60,000	incl. in CD	\$22,000	\$115,000	
Mech/Plumbing	\$21,000	\$31,000	incl. in CD	\$3,000	\$55,000	
Electrical/ Lighting	\$34,200	\$40,900	\$1,900	\$10,000	\$87,000	
Telecom/AV/Security/ Acoustics	\$8,130	\$14,660	\$1,350	\$7,260	\$31,400	
Waterproofing*		\$3,500	incl. in CD	\$3,500	\$7,000	
Historic Architect	\$1,000	\$4,000	incl. in CD	\$1,000	\$6,000	
Cost Consultant	\$4,500	\$4,500	\$660	\$0	\$9,660	
<b>Consultant total per Phase</b>	<b>\$123,935</b>	<b>\$202,520</b>	<b>\$5,350</b>	<b>\$61,870</b>	<b>\$393,675</b>	
<b>Consultant total</b>					<b>\$393,675</b>	

*Notes: Consultant fees are per attached proposals, u.o.n.*

*Exclusions: ATTACHMENT 2\_150311\_Colma A+E exclusions\_ PD-CA*

**TOWN OF COLMA  
AGREEMENT FOR ARCHITECTURAL SERVICES**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 26<sup>th</sup> day of February, 2014 by and between the **TOWN OF COLMA**, a municipal corporation organized under the laws of the State of California with its principal place of business at 1198 El Camino Real, Colma, CA 94014 ("Town") and **RATCLIFF ARCHITECTS** with its principal place of business at 5856 Doyle Street, Emeryville, CA 94608 ("Architect"). Town and Architect are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**2. RECITALS.**

**2.1 Town.** Town is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

**2.1 Architect.** Architect desires to perform and assume responsibility for the provision of certain professional architectural services required by the Town on the terms and conditions set forth in this Agreement. Architect warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Architect is a corporation or other organization, the Project Architect designated pursuant to Section 3.2, and not the Architect itself, shall be fully licensed to practice as an architect in the State of California.

**2.3 Project; Colma Town Hall Renovation.** Town desires to engage Architect to render such services for the Town Hall renovation (the "Project") as set forth in this Agreement.

**3. TERMS**

**3.1 Employment of Architect.**

**3.1.1 Scope of Services.** Architect promises and agrees to furnish to Town all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as "Services"). The Services shall consist of two phases, Phase I Pre-Design Services, and Phase II Design and Construction Services which are more particularly described throughout this Agreement, including Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be consistent with the Town Council's stated Project Goals as described further in Exhibit "D," unless modified by the City Council as provided herein. All Services shall also be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Architect shall be subject to the sole and discretionary approval of the Town, which approval shall not be unreasonably withheld.

### 3.2 Project Architect; Key Personnel.

3.2.1 Project Architect. Architect shall name a specific person to act as Project Architect, subject to the approval of Town. Architect hereby designates **Bill Blessing (License No. C-16988)** to act as the Project Architect for the Project and **Patricia Alarcon (License No. C-27440)** to act as Project Manager. The Project Architect shall: (1) maintain oversight of the Services at all times; (2) have full authority to represent and act on behalf of the Architect for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with Town and all contractors, consultants, engineers and inspectors on the Project. Any change in the Project Architect shall be subject to the Town's prior written approval, which approval shall not be unreasonably withheld. The new Project Architect shall be of at least equal competence as the prior Project Architect. In the event that Town and Architect cannot agree as to the substitution of a new Project Architect, Town shall be entitled to terminate this Agreement for cause.

3.2.2 Key Personnel. In addition to the Project Architect, Architect has represented to the Town that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Architect may substitute others of at least equal competence upon written approval of the Town. In the event that Town and Architect cannot agree as to the substitution of key personnel, engineers or consultants, Town shall be entitled to terminate this Agreement for cause. As discussed below, any personnel, engineers or consultants who fail or refuse to perform the Services in a manner acceptable to the Town, or who are determined by the Town to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Architect at the request of the Town. The key additional personnel, engineers and consultants for performance of this Agreement are as follows: Please refer to **ATTACHMENT "A"** Proposal for list of key personnel, engineers and consultants that will perform the various services under this agreement.

### 3.3 Hiring of Consultants and Personnel.

3.3.1 Right to Hire or Employ. Architect shall have the option, unless Town objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Architect may delegate without relieving Architect from administrative or other responsibility under this Agreement. Architect shall be responsible for the coordination and cooperation of Architect's architects, engineers, experts or other consultants. Architect shall notify Town of the identity of all consultants in sufficient time prior to their commencement of work to allow Town to review their qualifications and object to their participation on the Project if necessary.

3.3.2 Qualification and License. All architects, engineers, experts and other consultants retained by Architect in performance of this Agreement shall be qualified to perform

the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 Standards and Insurance. All architects, engineers, experts and other consultants hired by Architect shall be required to meet the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the Town in writing. Unless changes are approved in writing by the Town, Architect's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 Assignments or Staff Changes. Architect shall promptly obtain written Town approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Architect's consultants and staff shall be subject to approval by Town.

3.3.5 Draftsman and Clerical Support. Draftsmen and clerical personnel shall be retained by Architect at Architect's sole expense.

### **3.4 Standard of Care; Performance of Employees.**

3.4.1 Standard of Care. Architect shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be fully responsible to Town for any damages to Town and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Architect shall be fully responsible to the Town for any increased costs incurred by the Town as a result of any such delays in the design or construction of the Project. Architect represents and maintains that it is skilled in the professional calling necessary to perform the Services. Architect warrants that all of its employees, architects, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Architect represents that it, its employees, architects, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them, including a Town Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Architect shall perform, at its own cost and expense and without reimbursement from the Town, any services necessary to correct errors or omissions which are caused by the Architect's failure to comply with the standard of care provided for herein.

3.4.2 Performance of Employees. Any employee or consultant who is determined by the Town to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the Town, shall be promptly removed from the Project by the Architect and shall not be re-employed to perform any of the Services or to work on the Project.

UAB

### 3.5 Laws and Regulations.

3.5.1 Knowledge and Compliance. Architect shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Architect by law. Architect shall be liable, pursuant to the standard of care and indemnification provision of this Agreement, for all violations of such laws and regulations in connection with its Services. If the Architect performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Town, Architect shall be solely responsible for all costs arising therefrom. Architect shall defend, indemnify and hold Town, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 Drawings and Specifications. Architect shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including the California Building Standards Code in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations after this time, which were not known or reasonably should not have been known by Architect, may be compensated as Additional Services. Architect shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto. For the preparation of all such drawings and specifications, the Architect shall use Computer Aided Design Drafting (CADD) (e.g. AutoCAD) or other technology acceptable to Town.

3.5.3 Americans with Disabilities Act. Architect will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Architect shall inform Town of its interpretations of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law and shall provide the Town with its interpretation of such inconsistencies and conflicting interpretations. Unless Architect brings such inconsistencies and conflicting interpretations to the attention of the Town and requests Town's direction on how to proceed, the Architect's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Architect, and the Architect shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. Architect shall be responsible to the Town for adherence to the required standard of care described in this Agreement and for the costs of any such incorrect interpretations pursuant to the indemnification provision of this Agreement.

The ADA and other similar state accessibility laws and statutes ("Handicap Accessibility Laws") place certain accessibility and usability requirements on the Project. In addressing these requirements, the Architect shall perform its services in accordance with the Standard of Care. The Town acknowledges and understands, however, that the Handicap

Accessibility Laws are subject to various and possibly contradictory interpretation. Furthermore, compliance may involve factors beyond the control of the Architect, including, but not limited to, the Owner's use and operation of the completed Project. The Architect shall use reasonable care consistent with the foregoing standard in interpreting and designing in accordance with applicable Handicap Accessibility Laws. The Architect shall not be responsible for Town's failure to adhere to the Contract Documents and any applicable laws, codes, and regulations incorporated therein, nor for any changes to the design made by Town without the direct participation and written approval of the Architect. Likewise, the Architect shall not be responsible for any inaccessibility issues arising out of the Owner's use and operation of the completed Project.

3.5.4 Permits, Approvals and Authorizations. Architect shall provide Town with a list of all permits, approvals or other authorizations required for the Project from all federal, state or local governmental bodies with approval jurisdiction over the Project. Architect shall then assist the Town in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the Town.

### **3.6 Independent Contractor.**

3.6.1 Control and Payment of Subordinates. Town retains Architect on an independent contractor basis and Architect is not an employee of Town. Architect is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to Town's employees. Any additional personnel performing the Services under this Agreement on behalf of Architect shall also not be employees of Town, and shall at all times be under Architect's exclusive direction and control. Architect shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Architect shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

### **3.7 Schedule of Services.**

3.7.1 Timely Performance Standard. Architect shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Architect shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the Town and within any completion schedules adopted for the Project. Architect agrees to coordinate with Town's staff, contractors and consultants in the performance of the Services, and shall be available to Town's staff, contractors and consultants at all reasonable times.

3.7.2 Performance Schedule. Architect shall prepare an estimated time schedule for the performance of Architect's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the Town's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for Town's

review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If Town and Architect cannot mutually agree on a performance schedule, Town shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Architect without the prior written approval of Town. If the Architect's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the Town will suffer damage for which the Architect will be responsible pursuant to the indemnification provision of this Agreement.

3.7.3 Excusable Delays. Any delays in Architect's work caused by the following shall be added to the time for completion of any obligations of Architect: (1) the actions of Town or its employees; (2) the actions of those in direct contractual relationship with Town; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Architect; and (5) any act of God or other unforeseen occurrence not due to any fault or negligence on the part of Architect. Neither the Town nor the Architect shall be liable for damages, liquidated or otherwise, to the other on account of such delays.

3.7.4 Request for Excusable Delay Credit. The Architect shall, within thirty (30) calendar days of the beginning of any excusable delay (unless Town grants in writing a further period of time to file such notice prior to the date of final payment under the Agreement), notify the Town in writing of the causes of delay. Town will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The Town's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Architect for extensions of time shall be an extension of the performance time at no cost to the Town. If Additional Services are required as a result of an excusable delay, the parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Architect make an application for an extension of time, Architect shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

### **3.8 Additional Architect Services.**

3.8.1 Request for Additional Services. At Town's request, Architect may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted architectural practice.

3.8.2 Definition. As used herein, "Additional Services" mean: (1) any work which is determined by Town to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary for the Architect to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" attached hereto. Architect shall not perform, nor be compensated for, Additional Services without prior written authorization from Town and without an agreement between the Town and Architect as to the compensation to be paid for such services. Town shall pay Architect for any

MB



approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Architect pursuant to the indemnification provision of this Agreement.

3.8.3 Examples of Additional Services. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Architect was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above. Such Additional Services may include, but shall not be limited to:

3.8.3.1 Separately Bid Portions of Project. Plan preparation and/or administration of work on portions of the Project separately bid.

3.8.3.2 Furniture and Interior Design. Assistance to Town, if requested, for the selection of moveable furniture, equipment or articles which are not included in the Construction Documents.

3.8.3.3 Fault of Contractor. Services caused by delinquency, default or insolvency of contractor, or by major defects in the work of the contractor, provided that any such services made necessary by the failure of Architect to detect and report such matters when it reasonably should have done so shall not be compensated.

3.8.3.4 Inconsistent Approvals or Instructions. Revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of Architect.

3.8.3.5 Legal Proceedings. Serving as an expert witness on Town's behalf or attending legal proceedings to which the Architect is not a party.

3.8.3.6 Damage Repair. Supervision of repair of damages to any structure.

3.8.3.7 Extra Environmental Services. Additional work required for environmental conditions (e.g. asbestos or site conditions) not already contemplated within the Architect's services for the Project.

**3.9 Town Responsibilities.** Town's responsibilities shall include the following:

3.9.1 Data and Information. Town shall make available to Architect all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria.

3.9.2 Project Survey. If required pursuant to the scope of the Project and if requested by Architect, Town shall furnish Architect with, or direct Architect to procure at Town's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.9.3 Bid Phase. Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.

3.9.4 Testing. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.9.5. Required Inspections and Tests. Retain consultant(s) to conduct materials testing and inspection or environmental/hazardous materials testing and inspection pursuant to any applicable laws, rules or regulations.

3.9.6. Fees of Reviewing or Licensing Agencies. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.9.7 Town's Representative. Designate a person to act as its representative for the performance of this Agreement ("Town's Representative"). The Town's Representative shall be authorized to act as liaison between Architect and Town in the administration of this Agreement and the Construction Documents, and shall have the power to act on behalf of the Town for all purposes under this Agreement. Such person shall assist Architect in observing construction of the Project and participating in the preparation of the Punch List Items required by Exhibit "A" attached hereto. Town may designate new and/or different individuals to act as Town's Representative from time to time. The Town's Representative shall render decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the Services, as provided in the excusable delay provisions of this Agreement above.

3.9.8 Review and Approved Documents. Review all documents submitted by Architect, including change orders and other matters requiring approval by the Town Council or other officials. Town shall advise Architect of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

### **3.10 Compensation.**

3.10.1 Architect's Compensation for Basic Services. Town shall pay to Architect, for the performance of all Services rendered under this Agreement, the total fixed fee amount as determined based on the agreed up pricing for the two phases of the Project broken down and calculated as set forth in Exhibit "B" ("Total Compensation"). The Total Compensation shall constitute complete and adequate payment for Services under this Agreement.

3.10.2 Payment for Additional Services. Additional Services may be authorized pursuant to the applicable provisions of this Agreement. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. Architect shall be paid for Additional Services, as defined by this Agreement, so long as they have been approved in advance by the Town. If Town

requires Architect to hire consultants to perform any Additional Services, Architect shall be compensated therefore at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. Town shall have the authority to review and approve the rates of any such consultants. In addition, Architect shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.10.3.

3.10.3 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Architect shall not be reimbursed for any expenses unless authorized in writing by Town, which approval may be evidenced by inclusion in Exhibit "C" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Architect in the interest of the Project. Architect shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs in excess of \$500; and (5) other costs, fees and expenses.

3.10.4 Payment to Architect. Architect's compensation and reimbursable expenses shall be paid by Town to Architect no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "B" and the compensation rates indicated in Exhibit "C" attached hereto and incorporated herein by reference. In order to receive payment, Architect shall present to Town an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Architect shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "B" attached hereto. Town shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Architect shall present to Town an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Town shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Upon cancellation or termination of this Agreement, Architect shall be compensated as set forth in the termination provision herein.

### 3.10.5 [Intentionally Omitted.]

3.10.6 Prevailing Wages. To the extent applicable to the Architect's work on the Project, Architect acknowledges that it is aware of the requirements of California Labor Code Sections 1720 et seq and 1770 et seq, as well as California Code of Regulations, Title 8, Section 16000 et seq ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Architect agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. The Director of the Department of Industrial Relations has opined that certain geotechnical and related services are subject to the payment of prevailing wages and it shall be incumbent upon the Architect to determine whether the Prevailing Wage Laws are applicable to the Services and to comply with the Prevailing Wage Laws, if applicable. Town shall provide Architect with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Architect shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Architect's principal place of business and at the Project site. Architect shall defend, indemnify and hold the Town, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Architect or its consultants to comply with the Prevailing Wage Laws.

### 3.11 **Notice to Proceed.**

Architect shall not proceed with performance of any Services under this Agreement unless and until the Town provides a written notice to proceed.

### 3.12. **Termination, Suspension and Abandonment.**

3.12.1 Town's Termination for Convenience; Architect's Termination for Cause. Town hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Architect shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Architect shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by Town as a result of the default, if any, by Architect. Architect hereby expressly waives any and all claims for damages or compensation arising under this Section, except as set forth herein, in the event of such suspension, abandonment or termination. Architect may terminate this Agreement for substantial breach of performance by the Town, such as failure to make payment to Architect as provided in this Agreement.

3.12.2 Town's Suspension of Work. If Architect's Services are suspended by Town, Town may require Architect to resume such Services within ninety (90) days after written notice from Town. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the Town and Architect.

3.12.3 Documents and Other Data. Within seven (7) days following suspension, abandonment or termination of this Agreement, Architect shall provide to Town all preliminary studies, sketches, working drawings, specifications, computations, electronic/computer data and files and all other Project Documents, as defined below, to which Town would have been entitled at the completion of Architect's Services under this Agreement. Upon payment of the amount required to be paid to Architect pursuant to the termination provisions of this Agreement, Town shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Architect under this Agreement. In the event of a dispute regarding the amount of compensation to which the Architect is entitled under the termination provisions of this Agreement, Architect shall provide all Project Documents to Town upon payment of the undisputed amount. Architect shall have no right to retain or fail to provide to Town any such documents pending resolution of the dispute. Architect shall make such documents available to Town without additional compensation other than as may be approved as a reimbursable expense.

3.12.4 Employment of other Architects. In the event this Agreement is terminated in whole or in part as provided herein, Town may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### **3.13 Ownership and Use of Documents; Confidentiality.**

3.13.1 Ownership. The documents prepared by the Architect for this Project are instruments of the Architect's services (hereinafter referred to as "Project Documents"). Architect represents and warrants that Architect has the legal right to grant to the Town the right to use any and all Project Documents, as defined below.

3.13.2 Indemnification. Architect shall indemnify, defend, and hold harmless Town, its officers, directors and employees from and against all loss, cost, expense, royalties, claims for damages or liability, in law or in equity, including, without limitation, attorneys' fees, court costs, and other litigation expenses that may at any time arise or be set up for any infringement (or alleged infringement) of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Town of the Project Documents (including any method, process, product, concept specified, or depicted).

The coverage of such indemnification shall include, without limitation, reasonable attorneys' fees and court costs incurred by Town with regard thereto. Said indemnity is intended to apply during the period of this Agreement of Architect's performance and shall survive the expiration or termination of this Agreement until such time as any action against Town on account of any matter covered by such waiver or indemnity is barred by the applicable Statute of Limitations.

UB

3.13.3 Project Documents. All presentation drawings, slides, models, and any other related documents shall become and remain the property of Town, and may be used by the Town for any purpose without Architect's consent and without additional compensation to Architect. The Town shall be permitted to retain copies, including reproducible copies, of the Architect's Project Documents, including all plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes. Town reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. Architect shall provide copies of the Project Documents in the number required by Town. Reproduction expense shall be borne by Town. All presentation and construction Drawings, Specifications and other Project Documents prepared by Architect for this Project shall be and remain the property of Town. The Project Documents shall not be used in whole or in substantial part by Architect on other projects.

Within thirty (30) calendar days following completion of the Project, Architect shall provide to Town copies of all Project Documents required by Town. In addition, Architect shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to Town upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Architect shall make a reasonable effort to notify Town and provide Town with the opportunity to obtain the documents.

3.13.4 Right to Use; License. Architect grants to Town the right to use and reuse all or part of the Project Documents, at Town's sole discretion with no additional compensation to Architect, for the construction of all or part of this Project. Architect also grants to Town the right to use the Project Documents and the designs depicted in them without Architect's consent, without additional compensation to Architect, and for any purpose, including but not limited to the following: (a) On or in connection with the Project, including without limitation, future additions, alterations, connections, repairs, information, reference, use or occupancy; and/or (b) On other projects. Town is not bound by this Agreement to employ the services of Architect in the event such documents are used or reused. Town shall be able to use or reuse the Project Documents for their intended purposes or to otherwise complete this Project, if necessary, without risk of liability to the Town. However, any use or reuse by Town of the Project Documents for other than their intended use or on any project other than this Project without employing the services of Architect shall be at Town's own risk. If Town uses or reuses the Project Documents on any project other than this Project, it shall remove the Architect's seal from the Project Documents and indemnify and hold harmless Architect and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project. Architect shall be responsible and liable for its Project Documents, pursuant to the terms of this Agreement, only with respect to the condition of the Project Documents at the time they are provided to the Town upon completion, suspension, abandonment or termination. Architect shall not be responsible or liable for any revisions to the Project Documents made by any party other than Architect, a party for whom the Architect is legally responsible or liable, or anyone approved by the Architect.

3.13.5 Confidentiality. All Project Documents, either created by or provided to Architect in connection with the performance of this Agreement, shall be held confidential by Architect to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of Town, be used or reproduced by Architect for any purposes other than the performance of the Services. Architect shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Architect that is otherwise known to Architect or is generally known, or has become known, to the related industry shall be deemed confidential. Architect shall not use Town's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of Town.

### **3.14 Indemnification.**

3.14.1 Scope of Indemnity. To the fullest extent permitted by law, Architect shall defend, indemnify and hold the Town, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged negligence, recklessness, or willful misconduct of the Architect, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Architect's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

3.14.2 Additional Indemnity Obligations. Architect shall defend, with Counsel of Town's choosing and at Architect's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the Architect's scope of indemnification for its negligence, reckless, and willful misconduct as set forth in Section 3.14.1 that may be brought or instituted against Town or its directors, officials, officers, employees, volunteers and agents. Architect shall pay and satisfy any judgment, award or decree that may be rendered against Town or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Architect shall also reimburse Town for the cost of any settlement paid by Town or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for Town's attorney's fees and costs, including expert witness fees. Architect shall reimburse Town and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Architect's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Town, its directors, official's officers, employees, agents, or volunteers.

### **3.15 Insurance.**

3.15.1 Time for Compliance. Architect shall not commence Services under this Agreement until it has provided evidence satisfactory to the Town that it has secured all

UP.

insurance required under this Section. Failure to provide and maintain all required insurance shall be grounds for the Town to terminate this Agreement for cause.

3.15.2 Minimum Requirements. Architect shall, at its expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Architect, its officials, officers, agents, representatives, employees or subcontractors. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability*: Coverage which is appropriate to the Architect's profession, or that of its consultants or subcontractors.

(B) Minimum Limits of Insurance. Coverages shall provide limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability*: Not less than \$1,000,000 per claim.

3.15.3 Professional Liability. Architect and its consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.

3.15.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Architect shall provide endorsements on forms supplied or approved by the Town to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (A) the Town, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the performance of the Agreement by the Architect, its officials, officers, agents, representatives, employees or subcontractors, including materials, parts or equipment furnished in connection with such services; and (B) the insurance coverage shall be primary insurance as respects the Town, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Architect's scheduled underlying coverage. Any insurance or self-insurance maintained by the Town, its directors, officials, officers, employees and agents shall be excess of the Architect's insurance and shall not be called upon to contribute with it in any way.



(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (A) the Town, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Architect or for which the Architect is responsible; and (B) the insurance coverage shall be primary insurance as respects the Town, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Architect's scheduled underlying coverage. Any insurance or self-insurance maintained by the Town, its directors, officials, officers, employees and agents shall be excess of the Architect's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Town, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Architect.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Town, its directors, officials, officers, employees and agents.

3.15.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Town, its directors, officials, officers, employees and agents.

3.15.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Town. Architect shall guarantee that, at the option of the Town, either: (A) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Town, its directors, officials, officers, employees and agents; or (B) the Architect shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.15.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Town.

3.15.8 Verification of Coverage. Architect shall furnish Town with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Town. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the Town, if requested. All certificates and endorsements must be received and approved by the Town before work commences. The Town reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.15.9 Subcontractor and Consultant Insurance Requirements. Architect shall not allow any of its architects, engineers, experts or other consultants to commence work on any subcontract until they have provided evidence satisfactory to the Town that they have secured all insurance required under this Section. If requested by Architect, Town may approve different scopes or minimum limits of insurance for particular architects, engineers, experts or other consultants. Unless otherwise approved by the Town, the architects, engineers, experts and other consultants shall comply with each and every provision of this Section.

### **3.16 Records.**

Architect shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Architect shall allow a representative of Town during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Architect shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

### **3.17 Standardized Manufactured Items.**

Architect shall cooperate and consult with Town in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to Town's criteria to the extent such criteria do not interfere with building design.

### **3.18 Limitation of Agreement.**

This Agreement is limited to and includes only the work included in the Project described above and as determined at the time the schematic drawings and site utilization plans are approved. Any subsequent construction at the site of the Project, or at any other Town site, will be covered by, and be the subject of, a separate Agreement for architectural services between Town and the architect chosen therefor by Town.

### **3.19 Mediation.**

Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the parties. As provided for in Section 3.23 below, however, Architect must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the Town.

### **3.20 Successors and Assigns.**

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Architect shall not assign or transfer by operation of law or otherwise any or all of its

rights, burdens, duties or obligations without the prior written consent of Town. Any attempted assignment without such consent shall be invalid and void.

### **3.21 Asbestos Certification.**

Architect shall certify to Town, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified by the Architect or its sub-consultants as a building material in any construction document that the Architect prepares for the Project. Architect shall require all consultants who prepare any other documents for the Project to submit the same written certification. Architect shall also assist the Town in ensuring that contractors provide Town with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Architect shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

### **3.22 No Third Party Rights.**

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

### **3.23 Governing Law; Government Code Claim Compliance.**

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in San Mateo County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Architect must comply with the claim procedures set forth in Government Code sections 900 *et seq.* prior to filing any lawsuit against the Town. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Architect. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Architect shall be barred from bringing and maintaining a valid lawsuit against the Town.

### **3.24 Entire Agreement.**

This Agreement, with its exhibits, contains the entire agreement of the parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

### **3.25 Severability.**

Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

**3.26 Non-Waiver.**

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

**3.27 Safety.**

Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

**3.28 Delivery of Notices.**

All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**ARCHITECT:**

Ratcliff Architects  
5856 Doyle Street  
Emeryville, CA 94608  
Attn: Bill Blessing

**TOWN:**

Town of Colma  
1198 El Camino Real  
Colma, CA 94014  
Attn: Town Clerk

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

**3.29 Attorney's Fees.**

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable

*MB*

attorney's fees and all other reasonable costs of such action, including expert witness fees and expenses.

**3.30 Time of Essence.**

Time is of the essence for each and every provision of this Agreement.

**3.31 Town's Right to Employ Other Consultants.**

Town reserves right to employ other consultants, including architects, in connection with this Project or other projects.

**3.32 Prohibited Interests.**

3.32.1 Solicitation. Architect maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Architect, to solicit or secure this Agreement. Further, Architect warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Architect, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability.

3.32.2 Conflict of Interest. For the term of this Agreement, no director, official, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**3.33 Equal Opportunity Employment.**

Architect represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Architect shall also comply with all relevant provisions of Town's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

**3.34 Labor Certification.**

By its signature hereunder, Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

**3.35 Employment Eligibility.**

3.35.1 Employment Eligibility; Architect. By executing this Agreement, Architect verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Architect. Architect also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Architect shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Architect shall maintain records of each such verification, and shall make them available to the Town or its representatives for inspection and copy at any time during normal business hours. The Town shall not be responsible for any costs or expenses related to Architect's compliance with the requirements provided for in this Section 3.35 or any of its sub-sections.

3.35.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Architect, Architect shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.35.1.

3.35.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Architect verifies that they are a duly authorized officer of Architect, and understands that any of the following shall be grounds for the Town to terminate the Agreement for cause: (1) failure of Architect or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.35.1 or 3.35.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Architect under Section 3.35.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

### **3.36 Subcontracting.**

As specified in this Agreement, Architect shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of Town. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

### **3.37 Supplemental Conditions.**

Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

**3.38 Exhibits and Recitals.**

All Exhibits and Recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth herein by this reference.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 26<sup>th</sup> day of February, 2014.

**TOWN OF COLMA**

By: Helen Fisicaro  
Helen Fisicaro  
Mayor

Attest: Sean Rabé  
Sean Rabé  
Town Clerk

**RATCLIFF ARCHITECTS**

By: Dan Witherell  
Signature

Dan Witherell VP  
Name (Print)

Vice President  
Title (Print)

By: Wm. J. Blessing  
Signature

William J. Blessing  
Name (Print)

Vice President  
Title (Print)

WB

## EXHIBIT "A"

### ARCHITECT'S SCOPE OF SERVICES

#### I. GENERAL REQUIREMENTS

##### 1. SERVICES REQUIREMENTS AND PROJECT PHASES

**1.1 Basic Services.** Architect agrees to perform all the necessary professional architectural, engineering (e.g. mechanical, electrical, plumbing, structural, site engineering, and any other necessary engineering services mutually agreeable to the parties) and construction administration services for the Project in a timely and professional manner, consistent with the standards of the profession, including those provided for herein. As described in greater detail below, along with **Attachment "A"** Ratcliff's proposal dated December 12, 2013, Town Hall Renovation Project. The Basic Services shall be broken down into two phases (1) Phase I - Pre-Design Services and (2) Phase II - Design and Construction Services. As described in more detail below, the Architect shall not proceed with Phase II unless and until the Town provides the Architect with a written notice to proceed.

**1.2 Exclusions from Basic Services.** The following services shall be excluded from the basic services listed above:

- 1. Site Survey, ALTA Survey*
- 2. Geotechnical Report, May be required on Phase II*
- 3. Hazmat Survey, Town to provide*
- 4. CASp Survey*
- 5. Detailed Energy Modeling, Required on Phase II*
- 6. Advanced Structural Analysis, ASCE 41 Evaluation Tier 3 (Structural Modeling is required for Phase II. Note: Phase I includes Tier I & II screening and additional review of potential noncompliant features within the current structure.*

**1.3 Additional Services.** Architect shall perform the following Additional Services, (which are not included in the Basic Services) for the Project for an additional fee if requested by the Town:

1. Professional renderings and presentation videos and models, will be quoted upon written request from Town.



**1.4 Communication with Town.** Architect shall participate in consultations and conferences with authorized representatives of Town and/or other local, regional, or state agencies concerned with the Project, which may be necessary for the completion of the Project or the development of the drawings, specifications and documents in accordance with the applicable standards and requirements of law and the Town. Such consultations and conferences shall continue throughout the planning and construction of the Project and the contractor's warranty period. Architect shall take direction only from the Town's Representative, or any other representative specifically designated by the Town for this Project, including any construction manager hired by the Town.

**1.5 Coordination and Cooperation with Construction Manager.** The Town may hire a construction manager to administer and coordinate all or any part of the Project on its behalf. If the Town does so, it shall provide a copy of its agreement with the construction manager so that the Architect will be fully aware of the duties and responsibilities of the construction manager. The Architect shall cooperate with the construction manager and respond to any requests or directives authorized by the Town to be made or given by the construction manager. The Architect shall request clarification from the Town in writing if the Architect should have any questions regarding the authority of the construction manager.

## **II. BASIC SERVICES FOR PRE-DESIGN PHASE**

### **1. INITIAL PLANNING COMPONENT AND TASKS.**

During initial planning component of Phase I of the services for the Project and any portion thereof, Architect shall do all of the following, as well as any incidental services thereto:

**1.1 Project Feasibility/Needs Assessment.** Architect shall prepare and deliver to the Town a written Feasibility Report and Needs Assessment, which shall include an analysis and evaluation of each item in this section and the architect's evaluation whether it is economically and structurally feasible to achieve all Project Goals identified in Exhibit D.

#### **A. Space Plan.**

This section of the Needs Assessment must address the fact that the Project should accommodate all of the following Town departments

- City Council
- City Administration
  - City Manager
  - Assistant City Manager
  - Finance Department
  - Human Resources
  - Administrative Technicians
  - Record management
- City Planner's Office
  - City Planner
  - Assistant City Planner

- Building Department
  - Building Official/Building Inspector
  - Design Review Technician/ Permit Technician
  
- Public Works Department
  - Public Works Director
  - City Engineer
  - Associate Engineer
  - Public Works Inspector

The Architect shall meet with Town officials and staff as needed to discuss space and needs issues to develop this section of the Needs Assessment. The finished analysis and evaluation shall also include (i) the various space needs of the departments that will be occupying the facility; (ii) a general description of the locations of different departments in relation to each other; (iii) identification of whether expansion of the building is required to accommodate the listed departments; (iv) identification of needed technology upgrades; (v) identification of additional features that could be added to the building or site; and (vi) the Architect's evaluation and analysis of the feasibility of achieving all of the Town's goals set forth in Exhibit D at a reasonable cost.

B. Historical Features.

This section of the Needs Assessment shall include an analysis and evaluation of the historical aspects and features of the building, incorporating the concerns of the Town Council and the community as to historical preservation. This evaluation shall also document how to preserve the identified historical components while achieving the other goals of the Project.

C. Structural/Seismic Features

Given that the original building was constructed in the 1940's with additions in the 80's, this section of the Needs Assessment shall include an analysis of the structural safety of the existing building and an evaluation of any needed upgrades to ensure the seismic/structural safety of the building.

D. Essential Facility Issues

One of the goals of the Council is to make sure the renovated Town Hall can function as an "Essential Facility" in the event of a disaster consistent with the requirements of the Essential Services Buildings Seismic Safety Act of 1986. Accordingly, this section shall provide a detailed evaluation setting forth the options/requirements to ensure that all or a portion of the Town Hall can serve as an Essential Facility.

*MS*

E. ADA Compliance

This section of the Needs Assessment must include an evaluation of and plan for ensuring that the renovated Town Hall complies with the ADA as well as maintains the desired historic look and feel.

F. Master Plan for Entire Complex

If the remodeled Town Hall, parking lot and appropriate landscaping do not require use of the entire available area, then another task will be to create a master plan that shows the locations of the remodeled Town Hall (including an expanded footprint, if needed), parking lot, and the surplus area as well as feasible, compatible uses for the surplus area. The City Council is open to all suggestions for use of the surplus land area, including a civic center park and plaza, a commercial building, or housing.

**1.2 Council Meeting to Consider Project Feasibility Report and Needs Assessment.** Upon completion of the tasks described in section 1.1, the Architect shall submit a Feasibility Report and Needs Assessment to the City Council for its consideration. In preparing the Needs Assessment, Architect shall consult with the Town's Project Manager and shall consider, but not be bound by, recommendations of the Town's Planning staff. Architect shall present the Report and Assessment to Town Council for its consideration and approval. Architect shall notify Town in writing of potential complications, cost overruns, unusual conditions, and general needs that potentially impact the Project budget and time line. Architect shall use its best judgment in determining the balance between the size, type and quality of construction to offer the Town Council satisfactory solutions and corresponding budget implications for the Town Council to review and provide direction. At this meeting, the Architect and staff should also present to the City Council their recommendation for use of any surplus land on the site and what to include in the Master Site Plan. At the conclusion of this or any subsequent meeting to consider the Project Feasibility Report and Needs Assessment, the City Council shall give directions to the Architect on the next component.

**2. CONCEPTUAL/SCHEMATIC PLAN COMPONENT AND TASKS.**

Following approval of the Feasibility Report and Needs Assessment by the Town Council, the Architect shall commence work on the conceptual/schematic plan component of Phase I of the services for the Project Architect shall do all of the following, as well as any incidental services thereto:

**2.1 Provision of Multiple Conceptual Plans.** The Architect shall initially propose a minimum of two conceptual designs for the facility remodel, incorporating the findings of the Needs Assessment and any other recommendations provided by the Town Council. All conceptual designs must at all times be consistent with Town Council's stated Project Goals as described further in Exhibit "D" to this Agreement. The first conceptual plans must, at a minimum include the following:

**2.1.1 An Interior- Floor Plan consisting of:**

- Dedicated Department Space for each department, this should be based on the total square footage needed for that department.

- Potential location of Rooms, such as Kitchen/coffee areas, storage, conference, bathrooms, mechanical and communication rooms, etc.
- Public areas
- Stairways, elevator

2.1.2 An Exterior- Site layout for Town Hall only consisting of:

- Simple renditions of the exterior of the building, all four elevations,
- Square footage area for Town Hall Parking,
- Potential Public open area
- Location of Accessibility ramps if required
- Potential Landscape areas

2.1.3 Master Site Plan

- The Site Plan shall show the locations of the remodeled Town Hall (including an expanded footprint, if needed), parking lot, landscaped areas, and conceptual drawing of the recommended use for the surplus land area.

2.1.4 Initial Budgeting/Project Cost information:

- Architect shall present at least one informal budget and/or other cost information for each of the conceptual plan options presented to the Town Council.

**2.2 First Planning Meeting.** Upon completion of the first conceptual plans Architect shall participate in an Initial Planning Meeting workshop with the Town Council to present its conceptual design options, budgeting/cost estimate information for such options, and receive direction from the Town Council. After receiving direction from the Town Council in the initial planning meeting, Architect shall incorporate any recommendations, changes or additions requested by the Town Council and staff. Architect shall then prepare a more detailed set of schematic plans for the Town Council's review at subsequent planning meeting or workshop.

**2.3 Schematic Plans.** In cooperation with Town staff, Architect shall then prepare for presentation at the Second Planning Meeting preliminary plans and studies, schematic drawings, site utilization plans, and phasing plans showing the scale and relationship of the components of the Project, the plot plan development at the site, and the proposed architectural concept of the building(s) ("Schematic Plans"). Architect shall incorporate the functional requirements of Town into the Schematic Plans. The Schematic Plans shall meet all laws, rules and regulations of the State of California. The Schematic Plans shall show all rooms incorporated in each building of the Project in single-line drawings, and shall include all revisions required by Town or by any federal, state, regional or local agency having jurisdiction

over the Project. All architectural drawings for the Project shall be in a form suitable for reproduction.

**2.4 Preliminary Project Budget.** For the Second Planning Meeting, Architect shall use Town Council's direction and its own expertise and experience with the Project to establish a preliminary project budget or allowance in a format required by Town ("Architect's Preliminary Project Budget"). The purpose of the Architect's Preliminary Project Budget is to show the probable Project cost for review and approval by the Town Council. If Architect perceives site considerations or any other design issue which may cause additional expense or cost to the Project, Architect shall disclose such conditions in writing to Town immediately. As discussed herein, including in Section III (4.3) below, if the lowest responsive and responsible bid for the Project exceeds the budget by more than the stated amount, Architect may be required to make the necessary changes in the drawings and specifications, at its sole cost and expense, to bring the bids within the required budget. Architect shall provide a preliminary written time schedule for the performance of all construction work on the Project.

**2.5 Second Planning Meeting.** At a Second Planning Meeting, the Architect will present the final Conceptual Plan, the Master Site Plan, Schematic Plans and Preliminary Project Budget to the City Council for its consideration. Thereupon, the City Council shall give further directions to the Architect including but not limited to directions to approve, disapprove or modify the conceptual design concept for the Project. The City Council may, for example, direct the Architect to prepare new Conceptual Plan with one or more of the Goals identified in Exhibit C having been modified or deleted; or abandon the project; or design a new building to serve as City Hall.

**2.6 Copies of Schematic Plans and Other Documents.** Architect, at its own expense, shall provide a complete set of the Schematic Plans described herein for Town's review and approval. Additionally, at Town's expense, Architect shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by Town shall be provided at actual cost to Town.

**2.7 Additional Meetings.** The schedule of meetings described in this Agreement is for preliminary planning purposes only. There is no guarantee that decisions on the project would be made at any particular meeting. The Council will want to hear, and will carefully consider public input from all stakeholders and interested parties. Given the historic significance of the building and the future implications of any decision to be made, it would be reasonable for the City Council to ask for other ideas from the architect, to have additional meetings, and to seek more input from the public. Thus, Architect shall attend a third planning meeting/workshop with the Town Council at no additional cost to Town if requested by Town staff.

**2.8 Notice to Proceed.** Architect shall not proceed with the Basic Services for Phase II Design and Construction Services for the Project until receiving written approval from the Town of completion of all Phase I Pre-Design Basic Services described herein.

### **III. BASIC SERVICES FOR DESIGN AND CONSTRUCTION PHASE OF PROJECT**

#### **1. DESIGN DEVELOPMENT COMPONENT AND TASKS.**

Following written approval of the completion of all Phase I Pre-Design Basic Services by the Town, Architect may proceed with the Phase II Design and Construction services for the Colma Town Hall Renovation Agreement

Page 27

Project commencing with the design development component. During the performance of these design development component and tasks and any portion thereof, Architect shall do all of the following, as well as any incidental services thereto:

**1.1 Design Development Documents.** Once Town provides Architect with specific written approval of the Schematic Plans described herein, Architect shall prepare design development documents consisting of: (1) site and floor plans; (2) elevations; and (3) any other drawings and documents sufficient to fix and describe the types and makeup of materials, as well as the size and character of the Project's structural, mechanical and electrical systems, and to outline the Project specifications ("Design Development Documents"). The Design Development Documents shall be prepared in sufficient form to present to the Town Council for approval.

**1.2 Copies of Design Development and Other Documents.** Architect, at its own expense, shall provide a complete set of the Design Development Documents described herein for Town's review and approval. Additionally, at Town's expense, Architect shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by Town shall be provided at actual cost to Town.

**1.3 Updated Project Budget.** Architect shall use its Preliminary Project Budget and expertise and experience with the Project to establish an updated estimate of probable construction costs, containing detail consistent with the Design Development Documents as set forth herein and containing a breakdown based on types of materials and specifications identified herein ("Architect's Updated Project Budget").

**1.4 Timetable.** Architect shall provide a written timetable for full and adequate completion of the Project to Town.

**1.5 Permits, Easements, Approvals; Application for Approvals.** Architect shall assist Town in securing easements, encroachment permits, rights of way, dedications, infrastructures and road improvements, as well as coordinating with utilities and adjacent property owners. Architect shall also assist Town in applying for and obtaining required approvals from all federal, state, regional or local agencies concerned with the Project. Architect shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities in order to secure priorities and materials, to aid in the construction of the Project and to obtain final Project approval and acceptance by any of the above agencies as may be required.

**1.6 Color and Other Aesthetic Issues.** Architect shall provide, for Town's review and approval, a preliminary schedule of all color materials and selections of textures, finishes and other matters involving an aesthetic decision about the Project.

**1.7 Incorporation of Post-Construction Stormwater Design Standards.** The Architect shall incorporate post-construction design standards into the Project as follows:

A. Basic Requirements.

As part of the basic Services provided pursuant to this Agreement, the Architect shall include in the design prepared for the Project as appropriate, the post-construction best

UB,

management practices (“BMPs”) necessary to ensure that the Town and the contractor(s) comply with the State Water Resources Control Board (State Water Board) stormwater regulations applicable to the Project, including, but not limited to Water Quality Order No. 2009-0009-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 (as amended). The Architect shall include all costs associated with incorporating such BMPs into the design of the Project at no additional cost to the Town.

B. Incorporation of Design Standards.

In order to ensure such compliance, the Architect shall incorporate the following four Design Standards as goals for the design of the Project:

1. Conserve Natural Areas: Conservation of existing natural areas on the Project site to the maximum extent possible.
2. Volume and Flow (Hydromodification) Control: Incorporation of non-structural and structural measures to manage the volume and flow of stormwater runoff from the completed Project site, and replicate the pre-project water balance (defined as the volume of rainfall that ends up as runoff) for the smallest storms up to the 85th percentile storm event. For sites whose disturbed area exceeds two acres, preserve the pre-construction drainage density (miles of stream length per square mile of drainage area) for all drainage areas within the area serving a first order stream<sup>14</sup> or larger stream and ensure that post-project time of runoff concentration is equal or greater than pre-project time of concentration.
3. Minimization of Pollutants of Concern: Use of BMPs to reduce the discharge of pollutants from the completed Project site as described in Section C below.
4. Provide Ongoing BMP Maintenance: Incorporate and describe maintenance required for BMPs in Project plans so that Town can ensure that the BMPs and stormwater system are performing as designed.

C. Specific Requirements for BMPs.

The BMPs the Architect incorporates as part of the Design Standards described above, shall be designed to minimize pollutants of concern and shall focus on mitigating the impacts caused by impervious surfaces by implementing BMPs that stress: (i) low impact development (LID) designs that infiltrate and treat stormwater on the Project site; (ii) source controls; and (iii) treatment controls. BMPs which may be used to comply with the above-described design standards may be found in U.S. EPA’s Toolbox of BMPs at:

[http://cfpub1.epa.gov/npdes/stormwater/swphase2.cfm?program\\_id=6](http://cfpub1.epa.gov/npdes/stormwater/swphase2.cfm?program_id=6).

The Regional Water Quality Control Board may also have lists of approved references and resources.

## 2. FINAL WORKING DRAWINGS AND SPECIFICATIONS COMPONENT AND TASKS.

For the final working drawings and specifications component of the Phase II services for the Project and any portion thereof, Architect shall do all of the following, as well as any incidental services thereto:

**2.1 Final Working Drawings and Specifications.** Once Town provides Architect with specific written approval of the Design Development Documents described herein, Architect shall prepare such complete working drawings and specifications as are necessary for developing complete bids and for properly executing the Project work in an efficient and thorough manner ("Final Working Drawings and Specifications"). Such Final Working Drawings and Specifications shall be developed from the Schematic Plans and Design Development Documents approved by Town. The Final Working Drawings and Specifications shall set forth in detail all of the following: (1) the Project construction work to be done; (2) the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical systems; and (3) the utility service connection equipment and site work. As indicated in Section 3.9.2, Town may be requested to supply Architect with the necessary information to determine the proper location of all improvements on and off site, including record drawings ("as-built drawings") in Town's possession. Architect will make a good-faith effort to verify the accuracy of such information by means of a thorough interior and exterior visual survey of site conditions. Town shall also make a good-faith effort to verify the accuracy of the as-built drawings and provide any supplemental information to Architect which may not be shown on the as-built drawings.

**2.2 Form.** The Final Working Drawings and Specifications must be in such form as will enable Architect and Town to secure the required permits and approvals from all federal, state, regional or local agencies concerned with the Project. In addition, the Final Working Drawings and Specifications must be in such form as will enable Town to obtain, by competitive bidding, a responsible and responsive bid within the applicable budgetary limitations and cost standards. The Final Working Drawings and Specifications shall be clear and legible so that uniform copies may be on standard architectural size paper, properly indexed and numbered, and shall be capable of being clearly copied and assembled in a professional manner by Architect.

**2.3 Approval and Revisions.** Town shall review, study, and check the Final Working Drawings and Specifications presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the Town Council, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Architect shall make all Town-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications at no additional cost, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier Town direction or Architect's professional judgment. Architect shall bring any such conflicts and/or inconsistencies to the attention of Town. The parties agree that Architect, and not the Town, possesses the requisite expertise to determine the constructability of the Final Working Drawings and Specifications. However, the Town reserves the right to conduct one or more constructability review processes with the Final Working Drawings and Specifications, and to hire an independent architect or other consultant to perform such reviews. Any such independent constructability review shall be at Town's expense. Architect shall make all Town-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications



which may result from any constructability review, at no additional cost to the Town, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier Town direction or Architect's professional judgment. If such changes, additions, deletions or corrections are inconsistent with prior Town direction, Architect shall make such alterations and be compensated therefore pursuant to the Additional Services provision of this Agreement.

**2.4 Costs of Construction.** It is understood by Architect that should the Final Working Drawings and Specifications be ordered by Town, Town shall specify the sum of money set aside to cover the total cost of construction of the work, exclusive of Architect's fees. Should it become evident that the total construction cost will exceed the specified sum, Architect shall at once present a statement in writing to the Town's Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based.

**2.5 Copies of Final Working Drawings and Specifications and Other Documents.** Architect, at its own expense, shall provide a complete set of the Final Working Drawings and Specifications described herein for Town's review and approval. Additionally, at Town's expense, Architect shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by Town shall be provided at actual cost to Town.

### **3. CONSTRUCTION CONTRACT DOCUMENTS COMPONENT AND TASKS.**

For the construction contract documents component of the Phase II services for the Project and any portion thereof, Architect shall do all of the following, as well as any incidental services thereto:

**3.1 Bid and Contract Documents.** If so required by Town, Architect shall assist Town in the completion of all bid and construction documents, including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Contract Bid Forms (including Alternate Bids as requested by Town), Contract, General Conditions, Supplementary General Conditions, Special Conditions, DVBE and other applicable affirmative action documents, Performance Bond, Payment Bond, Escrow Agreement for Security Deposits, and any other certifications and documents required by federal, state and local laws, rules and regulations which may be reasonably required in order to obtain bids responsive to the specifications and drawings. All such documents shall be subject to the approval of Town and Town's legal counsel.

**3.2 Final Estimate.** At the time of delivery of these bid and construction documents, which shall include the Final Working Drawings and Specifications (collectively referred to herein as the "Construction Documents"), Architect shall provide Town with its final estimate of probable construction cost ("Architect's Final Estimate"). As discussed herein, including in Section 4.3, it shall be the Architect's duty to design the Project within budget.

### **4. BIDDING COMPONENT AND TASKS.**

During the bidding component of Phase II of the services for the Project and any portion thereof, Architect shall do all of the following, as well as any incidental services thereto:

**4.1 Reproducible Construction Documents.** Once Town provides Architect with specific written approval of the Construction Documents and Architect's Final Estimate, Architect shall provide to Town one set of reproducible Construction Documents.

**4.2 Distribution of Contract Documents and Review of Bids.** Architect shall assist Town in distributing the Construction Documents to bidders and conducting the opening and review of bids for the Project.

**4.3 Over budget.** If the apparent lowest responsive and responsible bid on the Project exceeds the Architect's Final Estimate by more than five percent (5%), Town may request Architect to amend, at Architect's sole cost and expense, the Final Drawings and Specifications in order to rebid the Project and receive a lowest responsive and responsible bid equal to or less than the Architect's Final Estimate. All revisions necessary to bring the lowest responsive and responsible bid within the Architect's Final Estimate, including any omissions, deferrals or alternates, shall be made in consultation with, and subject to the approval of, the Town.

## **5. CONSTRUCTION ADMINISTRATION COMPONENT AND TASKS.**

During the construction administration component of Phase II of the services for the Project and any portion thereof, Architect shall do all of the following, as well as any incidental services thereto on an as needed basis as directed by the Town staff:

**5.1 Observation.** The Project Architect shall observe work executed from the Final Working Drawings and Specifications in person, provided that Town may, in its discretion, consent to such observation by another competent representative of Architect.

**5.2 General Administration.** Architect shall provide general administration of the Construction Documents and the work performed by the contractors.

**5.3 Pre-Construction Meeting.** Architect shall conduct one or more pre-construction meetings, as the Town determines is needed for the Project, with all interested parties.

**5.4 Site Visits of Contractor's Work.** Architect shall conduct site visits to observe each contractor's work for general conformance with the Construction Documents and with any approved construction schedules or milestones. Such site visits shall be conducted as often as are necessary and appropriate to the stage of construction, according to the Town's sole discretion, but in no event less than weekly.

**5.5 Site Visits of Inspector's Work.** Architect shall conduct site visits to communicate and observe the activities of the Town inspectors. Such site visits shall be conducted as often as is mutually acceptable to Architect and Town. Architect shall direct the Town inspectors and the Project contractors to coordinate the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to, underground utility lines.<sup>7</sup>

**5.6 Coordination of Architect's Consultants.** Architect shall cause all architects, engineers and other consultants, as may be hired by Architect or Town, to observe the work

completed under their disciplines as required, and approve and review all test results for general conformance with the Construction Documents.

**5.7 Reports.** Architect shall make regular reports as may be required by applicable federal, state or local laws, rules or regulations, as well as the federal, state, regional or local agencies concerned with the Project.

**5.8 Construction Meetings; Minutes.** Architect shall attend all construction meetings and provide written reports/minutes to the Town after each construction meeting in order to keep Town informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the Project work, according to the Town's sole discretion, but no less than weekly.

**5.9 Written Reports.** Architect shall make written reports to Town as necessary to inform Town of problems arising during construction, changes contemplated as a result of each such problems, and progress of the Project work.

**5.10 Written Records.** Architect shall keep accurate written records of the progress and quality of the Project work and the time schedules, and shall advise the contractors and Town of any deviations from the time schedule which could delay timely completion of the Project.

**5.11 Material and Test Reports.** Architect shall check and process, in a timely manner, all required material and test reports for the Project work. In addition, Architect shall provide notice of any deficiencies in material or work reflected in such reports, as well as its recommendation for correction of such deficiencies, to the contractors and Town.

**5.12 Review and Response to Submissions.** Architect shall review and respond, in a timely manner, to all schedules, submittals, shop drawings, samples, information requests, change requests, and other submissions of the contractor and subcontractors for compliance with, or alterations and additions to, the Construction Documents. Architect's review and response shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work.

**5.13 Rejection of Work.** Architect shall promptly reject, as discussed with Town, work or materials which do not conform to the Construction Documents. Architect shall immediately notify the Town and contractor(s) of such rejections. Architect shall also have the authority to recommend to the Town that additional inspection or testing of the work be performed, whether or not such work is fabricated, installed or completed.

**5.14 Substitutions.** Architect shall consult with Town, in a timely manner, with regard to substitution of materials, equipment and laboratory reports thereof, prior to the Town's final written approval of such substitutions. Architect's consultation shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work.

**5.15 Revised Documents and Drawings.** Architect shall prepare, at no additional expense to Town, all documents and/or drawings made necessary by errors and omissions in the originally approved Construction Documents.

**5.16 Change Requests and Material Changes.** Architect shall evaluate and advise Town, in a timely manner and in writing, of any change requests and material change(s) which may be requested or necessary in the Project plans and specifications. Architect shall provide the Town with its opinion as to whether such change requests should be approved, denied or revised. If the Town has not hired a construction manager or other person to do so, the Architect shall prepare and execute all change orders and submit them to the Town for authorization. If the Town has designated a construction manager or other person to prepare all change orders, the Architect shall review all change orders prepared by such person, execute them and deliver them to the Town for authorization if they meet with the Architect's approval, or submit them to the Town with recommendations for revision or denial if necessary. Architect shall not order contractors to make any changes affecting the contract price without approval by Town of such a written change order, pursuant to the terms of the Construction Documents. Architect may order, on its own responsibility and pending Town Council approval, changes necessary to meet construction emergencies, if written approval of Town's Representative is first secured.

**5.17 Applications for Payment.** Architect shall examine, verify and approve contractor's applications for payment, and shall issue certificates for payment in amounts approved by the Town's inspector.

**5.18 Final Color and Product Selection.** Architect shall coordinate final color and product selection with Town's original design concept.

**5.19 Substantial Completion.** Architect shall determine the date of substantial completion, in consultation with the Town.

**5.20 Punch List.** After determining that the Project is substantially complete, Architect shall participate in the inspection of the Project and shall review all remaining deficiencies and minor items needed to be corrected or completed on the Project, including those identified on the punch list prepared by the contractor ("Punch List Items"). Architect shall notify contractor in writing that all Punch List Items must be corrected prior to final acceptance of the Project and final payment. Architect shall also notify Town of all Punch List Items.

**5.21 Warranties.** Architect shall review materials assembled by the contractor and subcontractors with regard to all written warranties, guarantees, owners' manuals, instruction books, diagrams, record "as built" drawings, and any other materials required from the contractors and subcontractors pursuant to the Construction Documents. Architect shall coordinate and provide these materials to the Town.

**5.22 Certificate of Completion.** Architect shall participate in any further inspections of the Project necessary to issue Architect's Certificate of Completion and final certificate for payment.

**5.23 Documents for Project Close-Out.** Architect shall cause all other architects, engineers and other consultants, as may be hired by Architect, to file any and all required documentation with the Town or other governmental authorities necessary to close out the Project. Architect shall assist the Town in obtaining such documentation from all other architects, engineers, or other consultants.

## **6. AS-BUILT DRAWINGS COMPONENT AND TASKS.**

During the as-built drawings component of Phase II of the services for the Project, Architect shall do all of the following, as well as any incidental services thereto:

**6.1 As-Built Drawings and Specifications.** Not later than thirty (30) days after substantial completion of the Project, before receipt of final payment, Architect shall review and forward the Final Working Drawings and Specifications, indicating on them all changes made by change orders or otherwise pursuant to the Construction Documents, as well as all information called for on the specifications, thus producing an "as-built" set of Final Working Drawings and Specifications ("As-Built Drawings and Specifications"). The As-Built Drawings and Specifications shall show, among other things, the location of all concealed pipe, buried conduit runs and other similar elements within the completed Project. Architect shall personally review and certify that the As-Built Drawings and Specifications are a correct representation of the information supplied to Architect by any inspectors and the contractor, and shall obtain certifications from any inspectors and the contractor that the drawings are correct.

**6.2 Approval.** Once Town provides Architect with specific written approval of the As-Built Drawings and Specifications, Architect shall forward to Town the complete set of original As-Built Drawings and Specifications or a complete set of reproducible duplicate As-Built Drawings and Specifications. The tracing shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail.

**6.3 Documents for Final Payment.** Prior to the receipt of Architect's final payment, Architect shall forward to Town all of the following: (1) one clear and legible set of reproductions of the computations; (2) the original copy of the specifications; (3) the As-Built Drawings and Specifications as required herein; and (4) Architect's Certificate of Completion.

## **7. WARRANTY PERIOD COMPONENT AND TASKS.**

During the warranty period component of the Phase II services for the Project, Architect shall do all of the following, as well as any incidental services thereto:

**7.1 Advice.** Architect shall provide advice to Town on apparent deficiencies in the Project during any applicable warranty periods for the Project.

## EXHIBIT "B"

### FEE AND PHASING/FUNDING SCHEDULES

#### 1. FEE SCHEDULE.

The Architect's compensation for the performance of all Services rendered under this Agreement, shall be as calculated below, unless otherwise mutually agreed upon by the Parties in an amendment to the Agreement. The Architect's fee shall be invoiced in accordance with the following breakdown:

##### A. Phase I Pre-Design Services:

The Architect shall provide all Phase I Pre-Design Services, on a time and materials basis, with a not to exceed fixed fee based on proposed work plan of **ONE HUNDRED THIRTY-FIVE THOUSAND, FIVE HUNDRED AND FORTY EIGHT DOLLARS (\$135,548)**, as further described in the Architect's Fee Proposal Breakdown attached to this Agreement as Exhibit "E and ATTACHMENT "B"

The Architect's shall bill its fees for these Phase I services monthly, on a time and materials basis in accordance with the Architect's standard hourly rates as set forth in Exhibit "C."

##### B. Phase II Design and Construction Services:

The Parties have agreed that the Architect shall be entitled to compensation for the Phase II Design and Construction Services based upon a not to exceed fixed percentage fee of the actual construction cost ("Construction Cost") of the Project. The Parties shall negotiate and agree upon this fixed percentage fee in a written amendment to this Agreement prior to the commencement of any Phase II services. As described in the Agreement, the Architect shall be not entitled to any compensation for any Phase II services unless and until the Parties have executed such mutual written amendment, and the Town issues a Notice to Proceed to Architect for the Phase II services:

For any such services, the Construction Cost shall be calculated as follows:

The Construction Cost is calculated based on the sum of the initial awarded construction contract(s) for the Project. The Construction Cost will not include General Conditions and related Construction Management fees, if any. Architect shall receive no additional fee for required calculations, drawings or processing of change orders for items caused by Architect's errors or omissions even if such errors or omissions add value to the Project.

At the commencement of Phase II services, the approved Preliminary Construction Budget shall be used to calculate the compensation due to the Architect for the Phase II services. However, once the initial awarded construction contracts for the Project are executed by the Town, the Town shall provide the Architect with written notice of the then established dollar value of the fixed fee for the Phase II services.

All Phase II services shall be billed to the Town monthly, in accordance with the components of the services actually completed.

**EXHIBIT "C"**  
**COMPENSATION RATES AND REIMBURSABLE EXPENSES**

**1. HOURLY COMPENSATION RATES.**

**PLEASE SEE ATTACHMENT "B"**

**2. REIMBURSABLE EXPENSES.**

Architect shall not be entitled to reasonable reimbursable expenses unless such reimbursements are pre-approved by the Town in writing. Reasonable Reimbursable Expenses shall not exceed \$3,500.00

**3. ADDITIONAL SERVICES.**

Additional Services shall be computed at the actual hourly rates listed above.

**4. ADDITIONAL CONSULTANTS.**

If Town requires Architect to hire consultants to perform any Additional Services, Architect shall be compensated therefore at the consultant's actual hourly rates. Town shall have the authority to review and approve the rates of any such consultants.

*WB.*

## EXHIBIT "D"

### PROJECT GOALS

As described in the RFP for the Project dated November 11, 2013, executed by Interim City Manager, Bill Norton, the City Council has established the following goals for the remodeled Town Hall Project:

(a) **One Roof Concept**

Currently, Town Hall houses the administration, finance, legal departments along with City Council Office and Council Chamber, while the Annex building next door houses the public works, planning and building departments.

The goal of the Town Hall Remodel project is to house all these departments under one roof, which may require Town Hall to be expanded.

When completed, the Town Center complex will be comprised of one Town Hall building, adequate parking, and appropriate landscaping.

(b) **Historic "Look and Feel"**

One of the main emphases of this project is that the City Council wants to preserve the historic, "look and feel" of the exteriors of Town Hall along Serramonte Boulevard and El Camino Real. Although not all portions of the existing facility are historic, (Town Hall was remodeled in 1986 where an addition was added to the building), the Town wants the original portion of the facility to resemble the building as was built in the early 1940's.

The Council wants to continue using the present City Council Chamber for council meetings, and also wants to preserve its historic "look and feel." However, the Council is open to structural changes, such as changing the location of entryways or changing the orientation of the room, to make the Chamber ADA accessible.

The selected architectural firm will be charged with preserving these historical features while meeting the other goals.

(c) **Sustainability**

The Town of Colma adopted a climate action plan; this remodel project will need to comply with today's California Green Building Standards. Sustainability in the areas of energy efficiency, utility conservation and livable work space along with other sustainable features is a goal of the City Council. The Town is open to the use of Solar, natural lighting, water harvesting

UB



etc...

(d) **Essential Facility**

Because this is one of the Town's core municipal facilities, portions of the facility should be designed and constructed as an Essential Facility.

In 1986, the California Legislature determined that buildings providing essential services should be capable of providing those services to the public after a disaster. The Essential Services Buildings Seismic Safety Act of 1986 requires that such buildings be "...designed and constructed to minimize fire hazards and to resist the forces of earthquakes, gravity and winds." This enabling legislation can be found in the California Health and Safety Code, Chapter 2, sections 16000 through 16022. In addition, the California Building Code defines how the intent of the act is to be implemented in Title 24, Part 1 of the California Building Standards Administrative Code, Chapter 4, Articles 1 through 3. You can view the individual sections online [www.leginfo.ca.gov](http://www.leginfo.ca.gov). "

The Town recognizes that portions of the existing building may not qualify to meet these standards without disrupting the "historical integrity of the original building." Thus, it is the Town's intent to make only the remaining portions of the facility comply with the standards of this being an Essential Facility.

(e) **Master Plan-for Entire Complex**

The main emphasis of this design project is to create a plan to renovate and expand Town Hall to meet the foregoing criteria.

If the remodeled Town Hall, parking lot and appropriate landscaping do not require use of the entire available area, then another task will be to create a master plan that identifies the surplus area as well as feasible, compatible uses for that area. The City Council is open to all suggestions for use of the surplus land area, including a civic center park and plaza, a commercial building, or housing.

**EXHIBIT "E"**

**Architect's Fee Proposal Breakdown**

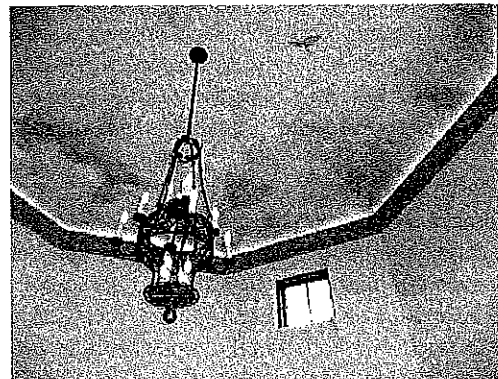
**Please see ATTACHMENT "C"**

*W.B.*

# Town of Colma

## Town Hall Renovation Project

December 12, 2013



December 12, 2013

Brad Donahue, Director of Public Works  
 William Norton, City Manager  
 Town of Colma  
 c/o City Clerk  
 1198 El Camino Real  
 Colma, CA 94014

**Re: Colma Town Hall Renovation Project**

Dear Mr. Donohue and Mr. Norton:

Ratcliff is excited by the prospect of working with Town of Colma to assist with the Town Hall renovation. We will focus our planning and design efforts on developing site specific design solutions that support your organization's mission. Over the past several decades, the lessons learned and experience we've gained in complex renovation projects provides us with the ability to guide civic clients through a thoughtful site development and the implementation of your renewal project.

The challenge of restoring a landmark to regain its original splendor while embedding current technologies and code upgrades is always a challenge. This coupled with the suggested programmatic growth requires a truly sensitive approach that, when done well, will be transformative for the Town Hall and its site. The available site area also is encouraging for the creation of a unique civic destination for citizens, visitors and staff alike.

Understanding the urban context of the project alongside the historical importance will inform our approach. We will work to clarify and deepen the building's presence via a well-orchestrated process of public engagement and close collaboration with consultants and public agencies. We have created a team with the experience to bring the larger goals into focus through the integration of best practices, both for restoration and for sustainability, and then managing the process of creating drawings, soliciting bids and administering to construction professionally and efficiently.

We have a depth of experience with projects that restore and repurpose historic structures. Our current work at the Berkeley Corporation Yard is an ideal example. This Walter Ratcliff building from his tenure as Berkeley City Architect has been extensively restored to serve as an Emergency Services Center. The project involved extensive community and historic resource outreach, as well as ongoing collaboration with consultants to effectively solve structural, material, political and economic challenges. The work included both a complete exterior overhaul, structural upgrades as required for Disaster Services Agencies and interior reorganization, while maintaining the character of this charming, rustic, unreinforced brick, former stable building. The project received both local and national recognition from the American Public Works Association (APWA) and the Berkeley Architectural Heritage Association (BAHA).

Similarly, our work at UC Berkeley's Doe Library Annex has been praised for the balance between the necessary retrofit and the preservation of historic integrity. We are adept at finding elegant solutions in the face of complex problems and do so by an inclusive process.

We are teaming with Degenkolb Structural Engineers and Lerner + Associates, both of which we have established a strong working relationship with, having collaborated previously on projects that are similar to your project. All firms share a commitment to excellent service and direct engagement. Our clients get personal attention from key members of each organization, and this provides for a process that is clear and directed. It is our experience that this level of engagement from leading team members creates successful outcomes. We look forward to the opportunity to present our project team qualifications in a personal interview setting.

Sincerely yours,



Bill Blessing, LEED® AP  
 Principal

**TABLE OF CONTENTS**

- 01 Firm Qualifications
- 02 Similar Engagements with other Government Agencies  
*(Relevant Project Experience)*
- 03 Project Plan, Schedule and Specific Approach
- 04 Pricing Estimate Information
- 05 Anticipated Potential Problems
- 06 Statement of Past Contract Disqualification  
and Warranties

## FIRM QUALIFICATIONS |

**FIRM NAME/ADDRESS:**

Ratcliff  
 5856 Doyle Street  
 Emeryville, CA 94608  
 510.899.6400/510.899.6404  
 www.ratcliffarch.com

Established in 1906, Ratcliff is a California Corporation

**ORGANIZATION:**

Six principals provide direction for the 50-person firm (average 70 over the past five years). Our multidisciplinary staff of architects, planners, and interior design professionals is supported by individuals who provide key technical and administrative services, including 3-D computer modeling and rendering, and BIM/Revit technology, library research, information systems management, marketing, graphic design, and desktop publishing.

**KEY MANAGEMENT PERSONNEL:**

Kit Ratcliff, President & CEO - 30% Owner  
 Dan Wetherell, VP & COO - 42% Owner  
 David Dersch, VP & CFO - 0% Owner  
 Peter Tsugawa, VP - 10% Owner  
 Bill Blessing, VP - 10% Owner  
 Mike Matson, VP - 8% Owner

**FIRM PROFILE**

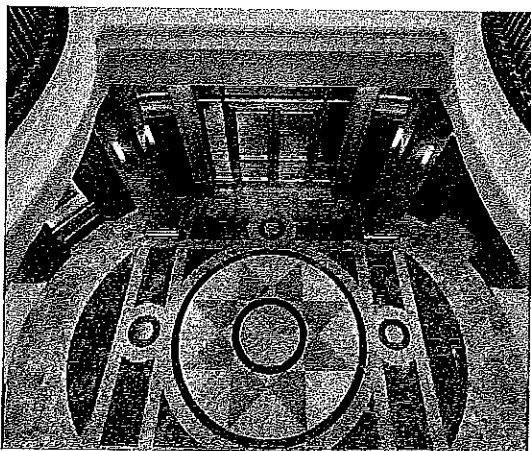
Ratcliff is an established, third-generation architectural, planning, and interiors firm. Based on the principles of a living company, we aspire to adapt with the times and evolving needs of our clients and bring a wealth of experience and understanding of the multifaceted issues that arise in designing environments that enhance well-being, efficiency and social interaction. Since the firm's founding in 1906, we have been involved with project planning and design for a broad array of institutional clients.

Uniquely sensitive to the issues one faces when proposing the adaptive re-use of historic buildings, the firm has had the opportunity to renovate a number of significant buildings over the past century, some originally designed by Walter Ratcliff in the early 1900's which are now considered historic landmarks in their own right. We have extensive experience working with regulatory agencies at the local, state and national levels and we are familiar with the additional detail and added precautions required for structures designated as historic landmarks.

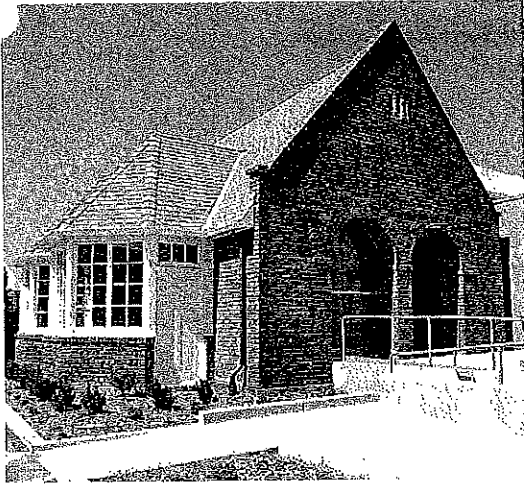
Experience includes such award-winning projects as the Berkeley Corporation Yard (circa 1916), the Bancroft Library (Doe Annex) Seismic & Programmatic Improvements (circa 1950 & 1910), the Landmark Valley Life Sciences Building (circa 1928); Alameda City Hall (circa 1895), the Henry J. Kaiser Convention Center (circa 1916), and Masonic Homes (circa 1898). In addition, we realize the importance of reflecting the legacy and tradition of a community in the design of its public buildings. Civic buildings are reflections of the cultural and historic view of the institutions they house and the services they provide.

Over the years we have accumulated knowledge from previous complex design and construction challenges and have provided code-complying mechanical, electrical, structural, handicapped and life safety systems in every major rehabilitation without damaging an older building's original character. Likewise, we have enjoyed the opportunity to provide a new, fresh face or use to existing under-utilized structures. We also provide evaluation reports of existing structures as a preliminary step to preparing scope and proposals of probable cost, to ensure code compliance, building upgrade and long-term maintenance. Our structures evaluation services include:

- existing building evaluation
- historic structures evaluation
- analysis of code violations
- analysis of occupancy requirements
- scope of work development
- analysis of zoning requirements
- new building development/addition potential



We provide design solutions that meet the philosophical and contextual design requirements unique to each project. As demonstrated in the project examples included in this proposal, we make a point of ensuring our design and master planning solutions provide the appropriate "fit" for each distinctive environment.



Our collective knowledge is informed by a commitment to client and community engagement. We realize that the best solutions are generated when we come into the process without any preconceived notions. Our team has the experience to deliver projects of this scale and complexity, the design acumen and the developed processes to accomplish that without defaulting to formulaic responses.

For the Town Hall Renovation project, Ratcliff will serve as prime architectural consultant, managing the overall project process including primary client contact, consultant coordination, facilitating agency reviews, leading workshops and presentation of conceptual plans and approach to stakeholder and user groups.

#### LEAD PERSONNEL

##### **Bill Blessing, *Principal-In-Charge/Project Designer***

Bill Blessing has over 30 years of experience, most recently serving as PIC and designer for two award-winning historic renovation projects. Bill takes pride in his ability to actively engage with client/users to embrace an early understanding of the project and has developed a proven process that combines technical expertise with creative collaboration. This approach consistently produces successful outcomes. With the goal of maintaining historical integrity of the building, he embraces a creative and sensitive solution to renovation projects.



##### **Patricia Alarcón, *Project Manager/Project Architect***

As Project Manager/Architect, Patricia facilitates the day-to-day management, which includes overseeing all architectural staff and engineering consultants, coordination of work tasks and schedules, maintenance of communications and decision audit trails, facilitation of project meetings, day-to-day review and reporting of project progress and performance. Having collaborated previously with Bill Blessing on two recent high-profile projects for Foothill College, Patricia has developed a strong working rapport which eases communication and streamlines work tasks. She is also sensitive to historic structures, as she is currently working on the renovation of the City of Emeryville Senior Center, a 1930's Art Deco building.



To assist Bill and Patricia, we've engaged the services of a team of trusted consultants whom we have built close working and personal relationships with, having collaborated previously on projects which are similar in nature to your project.

*Consultant profiles and resumes for all proposed staff can be found on the following pages. In addition, we've included a copy of Ratcliff's Insurance Certificate which verifies insurance coverage as stipulated by the contract.*

**PUBLIC AGENCY REFERENCES**



***Berkeley Corporation Yard - Historic Renovation***

Carmella Rejwan, Project Manager  
City of Berkeley  
1947 Center Street, 4th Floor  
Berkeley, CA 94704  
(510) 981-6341  
crejwan@ci.berkeley.ca.us

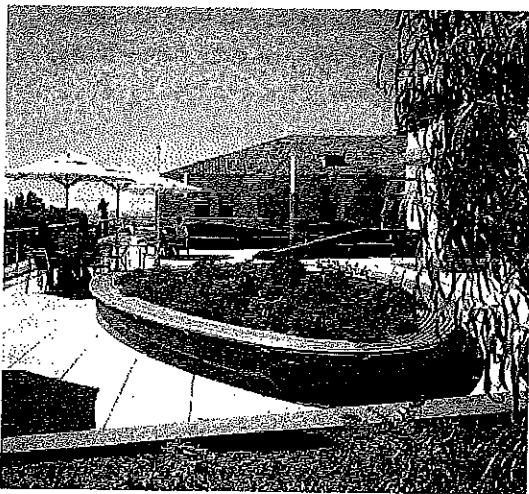
***Fresno County Courthouse Renovation***

Tim Wilson, Court Facilities Director  
Superior Court of California, County of Fresno  
1999 Tuolumne, #802  
Fresno, CA 93723  
(559) 457-2176  
timwilson@fresno.courts.ca.gov



***Berkeley Law Expansion & Renovation, UC Berkeley***

Kathleen Vanden Heuvel, Associate Dean, Director of Law Library  
University of California Berkeley -  
School of Law  
216 Boalt Hall  
Berkeley, CA 94720-7200  
(510) 643-9147  
kvandenh@law.berkeley.edu







### **Degenkolb - Structural Engineers**

Founded in 1940, Degenkolb Engineers is the country's oldest earthquake engineering firm and is focused on higher education, healthcare, government, lifeline, energy, life science and high tech institutions in high seismic zones. Degenkolb's award-winning structural designs have saved clients more than \$550 million in the past 10 years, and the firm has led or participated in the development of every US based seismic code used today.

With 130 employees, Degenkolb Engineers is a pioneer in displacement-based analysis, performance-based engineering, and protective systems for high seismic performance in new and existing structures. As a result Degenkolb is able to minimize the cost and enhance the performance of new design and seismic strengthening.

Routinely recognized for innovation, Degenkolb Engineers has won more than 100 national and local awards for engineering excellence in the past twenty years and is the only engineering firm in the country to have two engineers named to the National Academy of Engineering.

### **Lerner + Associates - Historic Preservation & ADA Specialists**



Lerner + Assoc., Architects offers full service architectural design and planning services to institutional, corporate and private clients. The firm has special expertise in disabled access design and historic preservation producing such diverse projects as the design and construction of an accessible main entrance to the historic Alameda County Courthouse for the Alameda County General Services Agency, Varsity Theater accessibility survey for the City of Davis, CA, accessibility surveys for the City of Berkeley's Housing Authority properties, assisting, as an expert, in the settlement and implementation of an accessibility lawsuit against University of California at Davis by deaf and hard of hearing students, and monitoring the implementation of an accessibility lawsuit by mobility and sight impaired students settlement at UC Berkeley. In addition, work with local Redevelopment agencies include the Cerrito Theater Renovations with the City of El Cerrito and the Del Mar Theater with the City of Santa Cruz.

The firm has won several design awards from the California Preservation Foundation including work on the John McMullen House in San Francisco, a National Register property and the Alameda County Courthouse. For their work in restoring the 1930's Art Deco movie palace, the Del Mar Theater in Santa Cruz, California, the firm was awarded a 2002 Governor's Award for historic preservation and a preservation design award from the Art Deco Society of California.



### McCracken & Woodman - Mechanical Engineers

McCracken & Woodman, Incorporated, established in 1974, is a full service, mechanical engineering firm offering services to the construction industry. We take particular pride in our approach to mechanical engineering. Our goal is to provide mechanical engineering services that not only address performance requirements but also installation and operating cost requirements. Our approach to mechanical engineering is specifically directed to ensure excellent quality control. This level of quality control is maintained by carefully controlling our work load and the size of the company so that one of the two principals of the firm is involved in every aspect of our work on every project. This approach maintains quality control by having a consistent and extremely well qualified design team on every project in which we are involved. Our firm is a member of the U.S. Green Building Council and both principals of our firm are LEED Accredited with the U.S. Green Building Council. We are interested in sustainability and green building design and we incorporate these practices into our design at every opportunity.

### O'MAHONY & MYER ELECTRICAL ENGINEERING & LIGHTING DESIGN

#### O'Mahony & Myer - Electrical Engineers

O'Mahony & Myer is a consulting engineering firm specializing in civic, industrial, educational, institutional, and commercial electrical engineering and lighting design. Founded in 1979, O'Mahony & Myer provides full service electrical engineering and lighting design services to architects, engineers, interior designers and building owners. The Firm is located in San Rafael, California and, while the highest concentration of work is local to the greater San Francisco Bay Area, O'Mahony & Myer has designed civic and publicly funded projects throughout the State of California over the past 34 years. The Firm consists of 5 Principals and 15 Staff, including 4 Electrical Engineers, 5 Electrical Designers, 6 Lighting Designers, 3 CAD Technicians, and 2 Administrative. We have provided the electrical engineering and lighting design for a number of civic, municipal building renovation projects similar to the proposed architectural expansion and infrastructure upgrades to the Colma Town Hall Building. Our Lighting Design Studio has extensive experience designing lighting and sophisticated but user-friendly lighting control systems that provide maximum comfort and flexibility to the staff, while retaining the facility's original 'historic look and feel', as mentioned in the RFP.



#### BKF - Civil Engineers

BKF Engineers has been a leading civil engineering firm in California since 1915. The firm provides engineering, surveying, and land planning services for architects, commercial and residential developers, colleges and universities, cities and counties, governmental agencies, hotels, health care facilities, and large corporations. Headquartered in Redwood City, the firm has 9 California offices employing 240 staff. Our project experience includes corporate headquarters, office buildings, healthcare facilities, sports facilities, hotels and resorts, justice, public buildings, multi-family housing, educational facilities, retail, industrial, parking, highways, roadways, bridges, and light/heavy rail transit projects in over 100 cities in over 20 California counties.



#### Meyer + Silberberg - Landscape Architects

David Meyer and Ramsey Silberberg have taken great care to shape their practice into a uniquely responsive and personable enterprise. Coming from some of the most admired practices in the country, they bring over 40 years of knowledge and experience to every project. They have successfully collaborated with a range of clients, including non-profit institutions, private developers, academic campuses, business associations and government agencies. Our projects encompass a range of scales, budgets and programs. What unites our work is the premise that there is always something inherent in a site and the surrounding culture that wants to be expressed. So we express it with distinction and with simplicity. We craft landscapes that transcend and anchor themselves in the hearts and heads of the people who use them. Meyer + Silberberg is recognized internationally for the increasingly rare ability to transform a great idea into an exceptional physical space. We do this through passionate engagement with our clients, tireless exploration and refinement of design, and a renowned reputation for construction and execution.



#### Smith, Fause & McDonald - Telecommunications/AV/Security & Acoustics

Formed in 1986 Smith, Fause & McDonald, Inc. is a San Francisco based engineering firm specializing in the design of telecommunication, electronic security, audio-visual and acoustical engineering systems for municipal agency projects including educational facilities, courtrooms, city halls, council chambers, civic centers, libraries, public safety buildings, emergency operation centers and data centers. Our expertise include design of structured cabling plants, data, voice and video networks and systems, audio visual systems, digital signage, video and teleconferencing, video distribution systems, video retrieval systems, multimedia, television and broadcast systems, 911 system interface, public address systems, sound and masking systems, electronic security systems, access control, intrusion detection, CCTV camera surveillance, and architectural acoustics including HVAC noise control and sound isolation. We bring an array of state of the art technologies to new construction and renovation projects that are tailored to client needs and requirements.



#### TBD Consultants - Cost Estimator

TBD Consultants is a certified small business enterprise dedicated to the provision of excellence in construction project management and cost management services to owners and their professional consultants. TBD Consultants has experience which covers virtually every building type and extends across a large geographic area. Founded in California, in 2005, the company also has experience on projects throughout the United States, Europe, the Middle East and Asia. Our company's responsive philosophy is based on listening carefully to our clients. Our objective is the provision of timely and accurate services, which provide not just 'value added' but value far in excess of their cost. We seek long term client relationships based on providing beneficial services that match our clients' needs and exceed their expectations. TBD provides sound advice on scope definition, project delivery, schedule set up and early budget definition. We are expert in developing preliminary schedules and budget estimates based on the most conceptual information. Our clients rely on our ability to provide them with defensible and reliable information at the very earliest stages of their project.

BILL BLESSING, LEED AP | Principal

## EDUCATION

Graduate Studies in Architecture  
University of California, Berkeley,  
1983

B.S. Architecture, magna cum laude  
Lawrence Institute of Technology,  
1978

## REGISTRATION

California, #C-16988, 1986

## PROFESSIONAL AFFILIATIONS

- American Institute of Architects (AIA)
- Society for College and University Planners (SCUP)
- National Trust for Historic Preservation (NTHP)

## SPEAKING ENGAGEMENTS

"Laboratory Architecture: Building for an Uncertain Future, 1st Annual STEMtech Conference, November, 2010

Mr. Blessing, with RATCLIFF for nearly 30 years, has consistently demonstrated the ability to design buildings sensitive to their context and in alignment with client goals and objectives. As project designer, Bill assumes the overall responsibility for the design approach, creativity, quality, contextual strategy, and the overall design conformance to the program. He is also adept in the requirements of historical renovations and additions and the mandates these put on building systems. In addition, Bill is a LEED® Accredited Professional and an active member of the firm's Committee for Environmental Design Resources (CEDR) group. He keeps abreast of the latest advances in this field and consistently incorporates green building strategies into his projects.

## SELECTED PROJECTS

### *Civic*

- County Courthouse Renovation | Administrative Office of the Courts | Fresno, CA
- Historic Landmark Adaptive Re-Use and Addition, Facilities Maintenance Building, City of Berkeley, Berkeley, CA (*Walter Ratcliff circa 1911*)
- Historic Renovation | Henry J. Kaiser Convention Center | Oakland, CA
- Public Safety Facility and Fire Station | City of Pinole | Pinole, CA
- Master Plan Code Analysis, Sanctuary/Chancel and Multi-Purpose Room Renovations | First Congregational Church | Berkeley, CA
- Conceptual Design and Master Plan | St. Perpetua Church | Lafayette, CA
- Our Saviour's Lutheran Church | Lafayette, CA
- Master Plan and Terminal II Expansion | Metropolitan Oakland International Airport | Oakland, CA
- Tenant Improvements | Southwest Airlines | Metropolitan Oakland International Airport | Oakland, CA

### *Corporate, Mixed-Use, Housing, Retail*

- Master Plan, New Church and Mixed Use Housing Project, Trinity United Methodist Church, Berkeley, CA
- New Offices | Continuing Education of the BAR | Oakland, CA
- Warehouse Adaptive-Reuse | RATCLIFF Offices | Emeryville, CA
- Engineering Research Center | PG&E | San Ramon, CA
- Planned Community | Taman Dayu | Java, Indonesia\*
- Pacific Islands Club Resort | 400-Room Hotel | Bali, Indonesia\*

### *Academic*

- New Physical Sciences and Engineering Center | Foothill College | Foothill-De Anza Community College District | Los Altos Hills, CA
- University of California | Berkeley, CA:
  - Master Plan, South Addition and Renovation, Berkeley Law
  - Bancroft Library (Doe Annex) Renovation
  - Valley Life Sciences Building Renovation and Addition
- Western Human Nutrition Research Center, USDA | University of California, Davis
- Library and Learning Resource Center Renovation Programming | Foothill College | Foothill-De Anza Community College District | Los Altos Hills, CA
- Print Shop and Plant Services Feasibility Study | Foothill College | Foothill-De Anza Community College District | Los Altos Hills, CA

## BILL BLESSING, LEED AP | cont.

- Holy Names College | Oakland, CA:
  - Campus Master Plan
  - Simulation Labs – Modular Buildings, School of Nursing
- St. Mary's College of California | Moraga, CA:
  - Brother Alfred Brousseau Hall Science Center
  - Galileo Hall Renovation (remains un-built pending funding)
  - Filippi Hall School of Education
- New Science Complex | University of Oregon | Eugene, OR
- Laboratory Remodel (2nd Floor), Tupper Hall | University of California, Davis
- Music and Dance Building | Santa Clara University | Santa Clara, CA
- Recital Hall and Rehearsal Center | University of the Pacific | Stockton, CA
- University of the Pacific | San Francisco, CA
  - School of Dentistry Lecture Halls and Classroom Renovations | San Francisco, CA
  - Master Plan and Design for Buildings and Public Spaces | Stockton, CA
- Oakes College Housing Competition | University of California | Santa Cruz
- Prospect-Sierra School, El Cerrito, CA:
  - Master Plan, New Library & Administration Wing Addition | Avis Campus
  - Multi-Purpose Facility and New Fine Arts Building | Avis Campus

**Healthcare**

- Student Health & Counseling Services Building | California State University San Jose | San Jose, CA
- Downtown San Jose Health Center | County of Santa Clara | San Jose, CA
- Kaiser Foundation Health Plan, Inc.:
  - New Medical Office Building | Santa Rosa, CA
  - Medical Office Building | Martinez, CA
- New Ambulatory Care Center | Eden Medical Center | Castro Valley, CA
- Master Plan and Hospital Expansion | ValleyCare Health System | Pleasanton, CA
- Medical Offices | Providence Hospital | Oakland, CA
- John George Psychiatric Inpatient Pavilion | County of Alameda | San Leandro, CA
- Sunrise Assisted Living Facilities | Sunrise Development | Oakland & Santa Rosa, CA

*\* Prior to joining RATCLIFF*

PATRICIA G. ALARCÓN | Associate

**EDUCATION**

M. Architecture

University of California, Berkeley,  
1994

B.A. Architecture

Washington University, St. Louis,  
1990**REGISTRATION**

California, #C-27440, 1998

**PROFESSIONAL AFFILIATIONS**

- Architectural Foundation of San Francisco, Director, 2003-2007
- American Institute of Architects, 1997-present

**AWARDS AND PUBLICATIONS**

- Faculty Development Grant, California College of the Arts, 2002
- Architecture & Youth Award, Architectural Foundation of San Francisco, 2000
- John K. Banner Traveling Fellowship, University of California, Berkeley, 1993
- Norman Patterson Prize, University of California, Berkeley, 1992
- Non-Resident Tuition Scholarship, University of California, Berkeley, 1991
- School of Architecture Faculty Award to Outstanding Undergraduate, Washington University, 1990

**SPEAKING ENGAGEMENTS**

- Lecturer, Architecture Lecture Series, Diablo Valley College, March 2012
- Lecturer and Community Faculty Fellow, California College of the Arts, 2000-2005

Ms. Alarcón's experience is diverse, with work ranging from private residential, multi-family affordable housing, educational and commercial projects. Much of her work has been public in nature and she brings with her the ability to work with various community organizations, neighborhood groups and review agencies, bridging differences and building consensus. Patricia understands the big picture and is mindful of the day-to-day efforts required to meet project goals, especially as they relate to budget and schedule. She has experience managing large project teams on complex projects and working with multiple user groups and project constituents, managing expectations and facilitating the decision-making process to keep projects on track. Patricia is dedicated to creating environments that positively engage users and inspire productivity.

**SELECTED PROJECTS*****Civic, Mixed-Use, and Housing***

- Senior Center Renovation | City of Emeryville | Emeryville, CA
- Sanctuary Renovation | Congregation B'nai Israel | Sacramento, CA\*
- The Salvation Army Kroc Community Center and Railton Place Affordable Housing | San Francisco, CA\*
- Master Plan, Remodel & Reconstruction | Camp Swig | Saratoga, CA\*
- Senior Housing | Santa Clara Methodist Retirement Foundation | Santa Clara, CA\*
- Missouri Street Residences | San Francisco, CA\*
- Duckhorn Vintner's Lab | St. Helena, CA\*
- Artist Residence and Studio | San Francisco, CA\*
- Interior Renovation | U.S. Government Services Agency, Appraiser's Building | San Francisco, CA\*

***Academic***

- New Physical Science and Engineering Center | Foothill College | Foothill-De Anza Community College District | Los Altos Hills, CA
- Master Plan, New Center for the Arts and Sciences, Athletic Support Space and Pool | Junipero Serra High School | San Mateo, CA
- Library and Learning Resource Center Renovation | Foothill College | Foothill-De Anza Community College District | Los Altos Hills, CA
- Print Shop and Plant Services Feasibility Study | Foothill College | Foothill-De Anza Community College District | Los Altos Hills, CA
- Synergy School (K-8), San Francisco, CA\*

\* Prior to joining RATCLIFF



## Holly J. Razzano

Structural Engineer and Principal



### Education

B.S. Civil Engineering  
University of California, Berkeley, 1989

M.S. Structural Engineering  
University of California, Berkeley, 1991

### Registration

California — Civil Engineer, 1992  
License No. 49972

California — Structural Engineer, 1997  
License No. 4107

### Professional Affiliations

Structural Engineers Association of Northern California  
Past Board Member

Earthquake Engineering Research Institute

Society of College and University Planning

Community College Facilities Coalition

American Institute of Architects, East Bay  
Allied Board Member

American Council of Engineering Companies

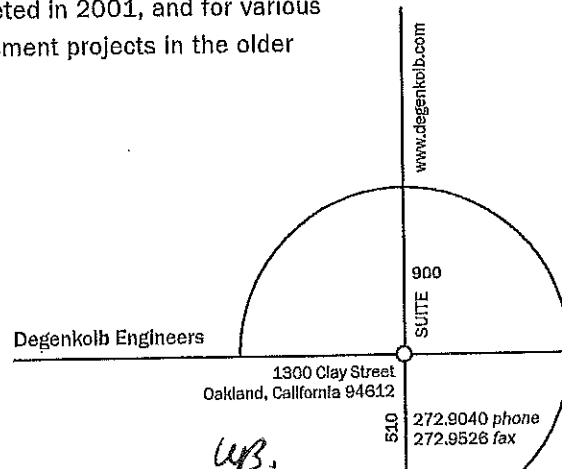
**Holly Razzano** joined Degenkolb Engineers in 2001 as an Associate of the firm. Her diverse design and retrofit experience includes laboratories, K-12 schools, university and community college facilities, city and public buildings, and historic structures. Holly's practice includes seismic evaluations and pmi studies of various types of buildings. She has a keen interest in client service and using her design experience to provide economic and creative design solutions. She has been an active member of the Structural Engineers Association of Northern California, serving on several committees and held a seat on the Board of Directors from 1996/1997.

### Relevant Experience

#### Berkeley YMCA, Complete Seismic Upgrade

Berkeley, California

Degenkolb Engineers has been providing consulting services to the Berkeley YMCA since the 1970s. The YMCA consists of a historic turn of the century unreinforced masonry building and a 1959 precast concrete structure. In the late 1980s, the YMCA embarked on a large-scale improvement project for the complex that included seismic retrofit and construction of a new building. Degenkolb provided the consulting services for the seismic retrofit project, completed in 2001, and for various tenant improvement projects in the older buildings.



**Holly J. Razzano**

Relevant Experience

**Fruitvale Masonic Temple, Renovation and Retrofit**

Oakland, California

Project Manager Design the seismic strengthening and historic rehabilitation of two buildings one designed in 1908 and 1928. The structures will be used for public performances and creative arts displays.

**Lake Merritt Boat House, Seismic Strengthening**

Oakland, California

History meets sustainability in this scenic upgrade. Located on the beautiful shore of Lake Merritt, the historic 1907 Pump House and 1917 Wings of the Municipal Boathouse were in need of upgrading. Originally designed over 100 years ago, the buildings are one and two stories tall and made of steel and concrete construction. Bringing the buildings into the 21st century seismically while preserving the historic character, Degenkolb designed the seismic renovation of the existing lateral force resisting systems. Part of the Lake Merritt Master Plan, the design for the rehabilitation and adaptive re-use of the buildings and surrounding parkland conforms to the Secretary of the Interior's Standards for Historic Rehabilitation and is LEED® Gold certified.

**Peralta Oaks Seismic & Tenant Improvements**

Oakland, California

Designed the seismic upgrade of an existing three-story, concrete structure, built in 1968. The building will be used by the County Coroner's Office, County Sheriff's Crime Lab, and the County Public Health Department. Due to the critical lab space in the building, the retrofit was constrained to an exterior solution using buckling restrained braced frames. Additional MEP equipment needed to support the lab space will be supported on new rooftop structural steel platforms, sitting on the existing building columns. Creating new MEP shafts to serve the lab spaces was especially challenging because the existing slab is post tensioned construction. Construction will commence later this year. The estimated construction cost is \$18.7 million.

**Pleasanton Veterans Memorial Building Renovation**

Pleasanton, California

Designed the retrofit and modernization of the historic Spanish style 1920s wood framed and concrete structure. Retrofit measures included new plywood roof sheathing over existing sheathing. Provided anchorage of the roof framing to the exterior concrete walls, and bracing of the rear stage concrete wall. The \$3.5 million project was completed in 2006.





**LERNER + ASSOCIATES**  
ARCHITECTS

**ARNIE LERNER, AIA, CASp**

#### **EDUCATION**

University of Kansas, School of Architecture and Urban Design,  
Bachelor of Architecture, 1969. Honors: Tau Sigma Delta, Tau Beta Pi.

#### **ARCHITECTURAL REGISTRATION**

California 1982, C12670

#### **CASp CERTIFICATION**

CASp-149 (Certified Access Specialist, Division of the State Architect, California)

#### **RELEVANT PROJECTS**

Dresbach-Hunt-Boyer Tankhouse Preservation - Davis, CA for the City of Davis CA.

Del Mar Theater Restoration - Santa Cruz, CA, for the Redevelopment Agency of Santa Cruz, CA

Cerrito Theater Renovation - El Cerrito, CA, for the El Cerrito Redevelopment Agency

Alcatraz Island Projects including Redesign of Main Plaza, misc. Abbreviated Historic Structure Reports for the Golden Gate National Parks Conservancy/National Park Service

John McMullen House Restoration - San Francisco, CA for Looper Family.

#### **PUBLIC SERVICE**

2013 - Current: Member, Education and Outreach Committee, CA Commission on Disability Access, Sacramento, CA.

2009 - Current: President, Independent Living Resource Center SF Board of Directors, SF, CA.

2006 - Current: Member, SF Architectural Heritage Board of Directors, Vice Chair Issues Committee, SF, CA.

2005 - Current: Member, Access Appeals Commission, Dept. of Bldg. Inspection, San Francisco, CA.

1996 - Current: Member, San Francisco Code Advisory Committee, Historic Preservation Seat  
(Appointed by SF Building Inspection Commission);

1988 - 1990: AIA San Francisco Board of Directors (Director and Secretary)

- Chaired sub-committee that established Advisory Design Review process to help mediate neighborhood design conflicts. Assisted in re-writing 1989 Residential Design Guidelines.

- Chaired sub-committee that worked with UCSF Vice Chancellor Bruce Spaulding in saving for reuse the Maimonides (Pavilion) Building by Architect Erich Mendelsohn.

1989 State of California Office of Emergency Services Registered Post Earthquake Disaster Service Worker, SF.

1979 Appointed to Mission Armory Task force - Reviewed adaptive reuse proposals.

#### **PROFESSIONAL AFFILIATIONS**

American Institute of Architects, SF Chapter, National Trust for Historic Preservation, California Preservation Foundation, Association of Preservation Technology, Art Deco Society of California

#### **AWARDS**

Design Awards: Art Deco Society of California and the California Preservation Foundation 2007, for rehabilitation/restoration of the 1930's art deco Cerrito Theater, El Cerrito, CA

Design Awards: Art Deco Society of California, Governor's Award for Historic Preservation, and the California Preservation Foundation 2003, for rehabilitation/restoration of the 1930's art deco Del Mar Theater, Santa Cruz, CA

Design Award, California Preservation Foundation, 1999, for McMullen House: Restoration & Craftsmanship  
(a board and care home for mentally disabled)

Design Award, California Preservation Foundation - Alameda County Courthouse Disabled Access  
Entrance and Ramp, 1994

Design Award, California Preservation Foundation, 1985, for McMullen House: Accessibility & Restoration  
(a board and care home for mentally disabled)

UB



## Resume

### LICENSES

California State Mechanical Engineer No. 026405  
 Washington State Mechanical Engineer No. 0030971  
 Arizona State Mechanical Engineer No. 30432

### ACCREDITATIONS

Leadership in Energy and Environmental Design  
 (LEED) Accredited Professional

### TECHNICAL SOCIETIES

American Society of Heating, Refrigerating, and Air  
 Conditioning Engineers (ASHRAE)  
 American Society of Plumbing Engineers (ASPE)  
 U.S. Green Building Council (USGBC)

## Marc A. Woodman, P.E.

As principal at McCracken & Woodman, Marc Woodman assumes executive responsibility for the firm. A LEED Accredited Professional with extensive knowledge of building standards and practices, and a lifelong commitment to environmental issues, Mr. Woodman oversees the implementation of sustainable design practices and prepares documentation for LEED Commissioning and the PG&E Savings by Design program. His insightful direction of business operations, including contract negotiation, marketing, and financial performance, is an integral component of the firm's success.

Mr. Woodman is a mechanical engineer licensed in California, Washington and Arizona. He received his Bachelor of Science in Environmental Engineering from California Polytechnic State University at San Luis Obispo in 1985. Mr. Woodman joined Fred McCracken & Associates in 1984 and became principal in 1990 prompting the firm to change its name to McCracken & Woodman.

Marc's specific expertise extends to:

- Design for projects requiring U.S. Green Building Council LEED Certification
- Design of California High Performance Schools
- Design of sustainable mechanical systems including Geothermal heat pump systems, raised floor systems, and high energy efficient systems
- Design of process air conditioning for laboratories, data centers, and clean room facilities
- Design of comfort air conditioning for schools, commercial office buildings, hospitals, libraries, community centers, multi-use complexes, theaters, and restaurants
- Design of plumbing systems for schools, office buildings, medical office buildings, and commercial buildings
- Economic analyses studies of air conditioning systems options

UP

## Resume

### LICENSES

California State Mechanical Engineer No. 025925

### ACCREDITATIONS

Leadership In Energy and Environmental Design  
(LEED) Accredited Professional

### TECHNICAL SOCIETIES

American Society of Heating, Refrigerating, and  
Air Conditioning Engineers (ASHRAE)  
U.S. Green Building Council (USGBC)

## Brian T. Chuck, P.E.

As principal at McCracken & Woodman, Brian Chuck oversees the Engineering department, managing workflow and devising original and effective solutions to the many design challenges encountered during any given project. Mr. Chuck contributes his hands-on knowledge of building practices and a commitment to sustainable design to all phases of each project — from cost estimation through commissioning, and from constructability evaluation through system design and installation. It is Mr. Chuck's leadership and technical expertise that ensures the extreme quality control that is the hallmark of McCracken & Woodman mechanical design.

Mr. Chuck is a mechanical engineer in the State of California and is a LEED Accredited Professional with the U.S. Green Building Council. He received his Bachelor of Science in Mechanical Engineering from California Polytechnic State University at San Luis Obispo in 1985. From there he went on to mechanical design and project management positions at Vann Engineering (1985-1987) and East Bay Air Conditioning (1987-1993). He joined McCracken & Woodman in 1993 and became Principal soon after in 1994.

Mr. Chuck's specific expertise extends to:

- Title 24 energy analysis including analysis for LEED Certification
- Life Cycle Cost Analysis of commercial and public buildings
- Design of comfort air conditioning for schools, commercial office buildings, libraries, community centers, multi-use complexes, theaters, and restaurants
- Design of process air conditioning for computer rooms, telecommunications sites, and laboratories
- Design of mechanical systems for clean rooms, indoor pools, and vehicle maintenance facilities
- Design of plumbing systems for commercial and public buildings



# O'MAHONY & MYER

ELECTRICAL ENGINEERING & LIGHTING DESIGN

San Rafael, California  
Pacific Harbour, Fiji

Brian O'Mahony  
Jan P. Myer  
Paul Carey  
Pieter Colenbrander  
David Orgish



**Jan P. Myer, MIES**  
Founding Principal, Lighting Design

Jan Myer is a founding principal of O'Mahony & Myer and has headed the lighting design studio since the beginning in 1979. He has served as principal lighting designer on numerous civic and public agency buildings in Northern California, including many City and Town Halls, Courthouses, Public Safety Buildings, Museums and Libraries, many with RATCLIFF. For the Colma Town Hall Renovation & Expansion Project, he will be responsible for reviewing the existing lighting systems and controls and recommending upgrades and replacements during the Study and Master Planning Phases. He will serve as Principal in Charge of Lighting Design during the Construction Documents and Construction Phases.

**Years, career:** 38

**Years with current firm:** 34

## Professional Registration / Licenses

Member, Illuminating Engineering Society of North America, since 1982

## Education

Educated in Architecture, California Polytechnic State University, San Luis Obispo, CA

## Relevant Experience

Amador County Administration Building, Jackson, CA  
Amador County Courthouse, Begovich Building, Jackson, CA  
Burlingame Main Library Expansion & Renovation, Burlingame, CA  
Beverly Hills Civic Center, Beverly Hills, CA  
Colma Bart Station  
Contra Costa County, 50 Douglas, 3<sup>rd</sup> Floor Remodel, Martinez, CA  
Contra Costa County, District Office Relocation, Martinez, CA  
Daly City, City Hall Lobby Renovation, Daly City, CA  
Foster City Civic Center, Foster City, CA  
Frank P. Doyle Library, Santa Rosa Junior College, Santa Rosa, CA  
Napa County Criminal Courthouse Building, Napa, CA  
Napa Valley College, Learning Resource Center, Napa, CA  
Napa Valley College, various other projects over the past 20 years  
Sonoma County DHS, Santa Rosa, CA  
Sonoma County Retirement Office, Santa Rosa, CA  
Sonoma County Water Agency Operations and Maintenance HQ Complex, Santa Rosa, CA  
Sonoma County Department of Human Services, Santa Rosa, CA  
Westlake Library Expansion & Renovation

WB



# O'MAHONY & MYER

ELECTRICAL ENGINEERING & LIGHTING DESIGN

San Rafael, California  
Pacific Harbour, Fiji

Brian O'Mahony  
Jan P. Myer  
Paul Carey  
Pieter Colenbrander  
David Orgish



**Pieter Colenbrander, P.E., LEED® AP**  
Principal, Electrical Engineering

Pieter Colenbrander is a licensed professional engineer in six states, with over 29 years experience in the field. He has worked on numerous civic centers, town halls, public services offices and public office buildings, both new construction and renovation projects. On the proposed Colma Town Hall project, Pieter will serve as electrical principal-in-charge, project manager and lead engineer, and as such, he will be responsible for the electrical design and specifications for the power services and distribution systems; controls; process utilities; building access controls; fire alarm system; and ensuring compliance with California Title 24 energy requirements and regulations.

**Years, career:** 29

**Years with current firm:** 24

## Professional Registration

Registered Professional Engineer in States of California, # E14738; Oregon, Nevada, Idaho, Michigan and Pennsylvania  
LEED Accredited Professional  
Member, NFPA (National Fire Protection Association)

## Education

Bachelor of Science in Electrical Engineering, California Polytechnic State University, San Luis Obispo, CA

## Relevant Experience

Amador County Administration Building, Jackson, CA  
Amador County Courthouse, Begovich Bldg, Jackson, CA  
Burlingame Main Library Expansion & Renovation, Burlingame, CA  
Union City City Hall, Telecom Room, Union City, CA  
Union City Police Substation, Union City, CA  
Foster City Civic Center, Foster City, CA  
Berkeley Facilities Maintenance Bldg, Berkeley, CA  
Brisbane City Hall, Brisbane, CA  
Windsor Town Offices, Windsor, CA  
Contra Costa County Offices, Cavallo Road, Antioch, CA  
Contra Costa County Offices, 50 Douglas, 3<sup>rd</sup> Floor Remodel, Martinez, CA  
Contra Costa County, District Office Relocation, Martinez, CA  
Sonoma County Retirement Office, Tenant Improvements, Santa Rosa, CA

WB



**Brian Scott, PE**  
Associate / Project Manager

EDUCATION

B.S., Civil Engineering, University of California, Davis

REGISTRATION

Professional Civil Engineer, CA No. 61034

YEARS WITH BKF

Since 1997

TOTAL YEARS PROFESSIONAL EXPERIENCE

16 years

QUALIFICATIONS

Mr. Scott has over 16 years of experience in civil engineering design of commercial and residential developments, highway and street projects, and utility improvement projects. His responsibilities have included project management and civil engineering design for site grading, utility design, specification preparation, and cost estimating.

As Project Manager, Mr. Scott's experience includes project management for numerous types of projects including healthcare and educational campuses; residential and commercial developments; and park and public utilities. He has supervised the preparation of civil engineering reports, calculations, plans, specifications, and estimates for a variety of private development and public works projects. Two aspects of design emphasized in Mr. Scott's projects are accessibility and client service, design team coordination, and management of project schedules and budgets.

RELEVANT EXPERIENCE

**El Cerrito City Hall, El Cerrito, CA**

- Site grading, drainage and utility improvements for new City Hall complex
- Unique streetscape to provide pedestrian friendly use

**Belmont City Hall, Belmont, CA**

- Site and utility improvements for a new city hall and police department
- Project includes site grading and utility design for new building

**Alta Bates Summit Medical Center, Oakland, CA**

- Civil engineering design for new campus master plan
- Design of new site utilities including sanitary sewer, water and storm drainage for new hospital tower and parking garage
- Civil design of street frontage improvements

**Sequoia High School Master Plan, Redwood City, CA**

- Civil engineering design of ADA accessibility improvements for the school
- Civil engineering design for a new parking drop off area
- Currently providing civil engineering design for a new gymnasium

**Woodside High School Portables, Redwood City, CA**

- Civil engineering design for ADA accessibility improvements for the school
- Civil site improvements for Science Lab
- Civil site improvements for Robotics Lab
- Civil engineering design for a modular classroom
- Design of site utilities, building services and grading

**Balboa High School, San Francisco, CA**

- Civil engineering design for ADA accessibility improvements for the school
- Design of external ramps, accessible routes, etc. for improved access

**Children's Center, Menlo Park, CA**

- Remodel of an existing building and construction of a new building for community child care center

**Claire Lilienthal School, San Francisco, CA**

- Civil engineering design for ADA accessibility improvements for the school
- Design of external ramps, accessible routes, etc. for improved access

**Community Elementary School, San Francisco, CA**

- Civil engineering design for ADA accessibility improvements for the school
- Design of external ramps, accessible routes, etc. for improved access

**Dr. Charles Drew Elementary School, San Francisco, CA**

- Civil engineering design for ADA accessibility improvements for the school
- Design of external ramps, accessible routes, etc. for improved access

WB



**PETER A. McDONALD, PRESIDENT**  
Smith, Fause & McDonald, Inc.

Peter McDonald is the Founder and President of the firm with 30 years of experience in programming, design and construction administration services of state of the art technology systems, telecommunication systems, audio visual systems, electronic security systems, Television broadcast systems and engineering acoustics for a variety of facility types including city halls, council chambers, civic centers, public safety buildings, emergency centers, libraries, universities and school districts.

His expertise is in design of data, voice and video telecommunication networks and infrastructure, state of the art audio-visual systems, video distribution systems, distance learning, video media servers, electronic security and CCTV surveillance systems and architectural acoustics.

#### Education

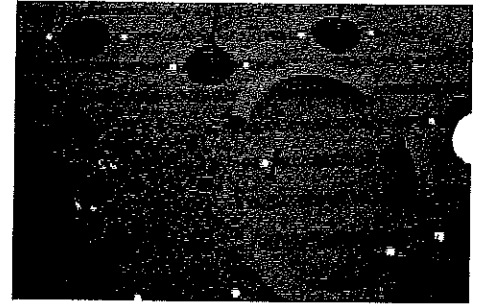
UCLA School of  
Engineering and Applied  
Science, Master of  
Science, 1984

UCLA School of  
Engineering and Applied  
Science, Bachelor of  
Science, 1982

**Role:** Principal & Project  
Manager

#### Relevant Experience - Partial List

San Francisco City Hall and Council Chamber  
San Francisco City Hall Digital Television  
City of Los Angeles City Hall, Historic Council Chamber  
City of Coalinga City Hall  
Santa Clarita City Hall and Council Chamber  
Ontario City Hall  
Santa Clara County Board of Supervisors Chamber  
Culver City, City Hall and Council Chamber  
City of Moorpark City Hall  
Merced County Courthouse  
Redondo Beach City Hall - Council Chamber  
Fresno City Hall - Civic Center Complex and Council Chamber  
City of Berkeley City Hall and City-wide Telephone Systems  
City of Berkeley Civic Center Building & Civic Center MAN  
County of Santa Clara, Elmwood Security  
City of Santa Clara Police Headquarters  
East Contra Costa County Courthouse  
City of Paso Robles Public Safety Center  
San Francisco New Public Safety Building  
City of Berkeley Public Safety Building  
Kern County Supervisor Chambers and County Offices  
Rancho Cucamonga Civic Center  
City of Carson City Hall



## DAVID MEYER, ALSA, FAAR

David grew up in agrarian Iowa, a sensual landscape characterized by change and geometry. The emotional connection he has with that landscape greatly influences his dreams and his design.

In his 30-year career as a licensed landscape architect, David has directed the design and execution of many prestigious, award-winning projects throughout the world. He is an adjunct professor at the University of California in Berkeley and is a frequent traveling lecturer and critic. David's numerous awards and honors include four National ASLA awards as well as a Design Achievement Award from Iowa State University. A Fellow of the American Academy in Rome and on the peer review board for the GSA, David has distinguished himself through his passion, character and ability to reveal "right" physicality. His designs are simple, deliberate marks on that land that speak to their surrounding and employ nature's palette judiciously.

### Honors & Awards

AIA Award of Merit, Urban Design, Lang Fang Eco Smart City, 2010

Best Practice Award for Overall Sustainable Design, UC Davis Vet Med Building, University of California, 2009

GSA National Commissioner's National Register of Peer Reviewers, 2004

Rome Prize, American Academy in Rome, 2000

Design Achievement Award, Iowa State University, 1998

Farrand Fellow, University of California, Berkeley, 1998

City of Toronto Urban Design Award of Excellence, Village of Yorkville Park, 1997

International Downtown Assoc. Award of Merit, Village of Yorkville Park, 1997

A.S.L.A. President's Award of Excellence (Design), Village of Yorkville Park, 1997

Financial Post, "Design Effectiveness Award," Village of Yorkville Park, 1997

International Jazz Hall of Fame Competition, Kansas City, MO., winning entry, 1992

A.S.L.A. Honor Award (Design), The Citadel Grand Allee, 1991

### Teaching

University of Virginia, Charlottesville, Virginia, Visiting Lecturer, 2002

University of California, Berkeley, California, Asst. Adjunct Professor, 1997-Present

### Registration

Landscape Architect, California and Iowa

### Education

Iowa State University, Ames, Iowa. B.S. Landscape Architecture, 1975

### Professional Experience

Meyer + Silberberg | Land Architects, Berkeley, California, 2001- Present

Peter Walker and Partners, Berkeley, California, Partner, 1993 - 2000

Martha Schwartz, Ken Smith, David Meyer, San Francisco, California, 1990 - 1993

The Office of Peter Walker Martha Schwartz, San Francisco, California, 1986 -1989

Hargreaves Associates, San Francisco, California, 1985 - 1986

Old Iowa Landscape, Blue Grass, Iowa, 1976 - 1984

### Selected Projects

Foothill College Campus Wide Improvements, Los Altos Hills, California

Lang Fang Eco City, Lang Fang, China

Northshore Park, Dianshan, China

Oyster Point, South San Francisco, California

Edie and Lew Wasserman Building, University of California, Los Angeles

Physical Science and Engineering Complex, Foothill College, Los Altos Hills, California

Fibrogen Headquarters at Mission Bay, San Francisco, California

Solano Community College -- Vallejo Campus, Vallejo, California

UC Davis Vet Building 3B, Davis, California

Park La Brea Grand Court, Los Angeles, California

Park Dounya, Algiers, Algeria

Suzhou Industrial Park, Suzhou, China

North Shattuck Streetscape, Berkeley, California

Vietnamese Heritage Garden, San Jose, California

Mountain Landing, Bay of Islands, New Zealand

Hotel Tingry, Menerbes, France

Flight 587 Memorial, Queens, New York

International Institute of Philosophy and Ethics, Talmage, California

PeopleSoft Headquarters, Livermore, California

Imperial Bank Tower, Costa Mesa, California

Sony Center, Berlin, Germany

Principal Life Corporate Headquarters, Des Moines, Iowa

Herman Miller Regional Headquarters, Rocklin, California

The Citadel Grand Allee, City of Commerce, California

IBM Solana, Southlake, Texas

Munich Airport Center, Munich, Germany

Chiron Life Sciences Center, Emeryville, California





## RAMSEY SILBERBERG, ALSA

From a family of ceramic artists, Ramsey grew up in the deciduous forest of rural Western Massachusetts. Landscape architecture perfectly combined Ramsey's interests in sculptural topographics and ecological process.

In addition to practice, Ramsey was a Visiting Instructor at the University of Pennsylvania, where she was the recipient of the Faculty Medal of Honor and ASLA Medal of Honor. She has practiced for over 15 years on many projects throughout the world. She has a particular interest in campus work as they are unique environments that instill lifelong memories. Ramsey's work combines diligent thought and instinct. She identifies with landscapes that are spatially evocative and reveal the unexpected. As a mom of two, she finds ceaseless inspiration from her children's boundless energy and unconstrained creativity.

### Honors & Awards

AIA Award of Merit, Urban Design, Lang Fang Eco Smart City, 2010

Best Practice Award for Overall Sustainable Design, UC Davis Vet Med Building, University of California, 2009

A.S.L.A. Gold Medal, San Francisco Garden Show, 1998

Faculty Medal in Landscape Architecture, University of Pennsylvania, 1996

A.S.L.A. Honor Award, University of Pennsylvania, 1996

### Publications

"Reconstructing the Interstate", Land Forum, Summer 2000.

"Americans Abroad", Landscape Architecture, June 2003

Donald, Caroline. "Daring to Be Different" London Sunday Times, June 15, 2003

Louie, Elaine. "Limelight" New York Times, July 24, 2003.

White, Hazel. "How to Celebrate a Tree" San Francisco Chronicle, September 27, 2003.

### Teaching

University of Pennsylvania, Philadelphia, Pennsylvania, Visiting Instructor, 1997 - 2002

### Education

University of Pennsylvania, Philadelphia, Pennsylvania, Master of Landscape Architecture, 1996

Oberlin College, Oberlin, Ohio, B.A. in Government and Environmental Studies, 1992

### Professional Experience

Meyer + Silberberg | Land Architects, Berkeley, California, 2001- Present

The Office of Cheryl Barton, San Francisco, California, 1999 - 2001

Hargreaves Associates, San Francisco, California, 1997- 1999

Peter Walker and Partners, Berkeley, California, 1995 - 1997

### Selected Projects

360 Market Street, San Jose, California

Foothill College Campus Wide Improvements, Los Altos, California

Lang Fang Eco City, Lang Fang, China

Northshore Park, Dianshan, China

Oyster Point, South San Francisco, California

Edie and Lew Wasserman Building, University of California, Los Angeles

Physical Science and Engineering Complex, Foothill College, Los Altos Hills, California

Fibrogen Mission Bay Research Campus, San Francisco, California

Solano Community College -- Vallejo Campus, Vallejo, California

UC Davis Vet Building 3B, Davis, California

Park La Brea Grand Court, Los Angeles, California

Town Square, University of California at San Diego, La Jolla, California

Park La Brea Grand Court, Los Angeles, California

Park Dounya, Algiers, Algeria

Suzhou Industrial Park, Suzhou, China

Vietnamese Heritage Garden, San Jose, California

North Shattuck Streetscape, Berkeley, California

Flight 587 Memorial, Queens, New York

International Institute of Philosophy and Ethics, Talmage, California

Bay Area Discovery Museum, Sausalito, California

Bridgepoint Assisted Living, San Francisco, California

Orinda Library, Orinda, California

Chiron Life Sciences Center, Emeryville, California

Eastbank River Park, Portland, Oregon

Guadalupe River Park, San Jose, California

Triangle Park, Saint Louis, Missouri

San Diego College Student Housing, San Diego, California

San Bernadino State College Student Housing, San Bernadino, California



111 Pine Street  
Suite 1315  
San Francisco  
CA, 94111

Phone : (415) 981 9430  
Fax : (415) 981 9434  
www.tbdconsultants.com

## GORDON BEVERIDGE

Principal

[gbeveridge@tbdconsultants.com](mailto:gbeveridge@tbdconsultants.com)

### BACKGROUND

Gordon Beveridge is an Executive Vice President with TBD Consultants with responsibility for all aspects of Cost Management and focusing on Aviation, Education, Healthcare and Public Sectors. Gordon was previously a Vice President for the Hanscomb Companies (in Edmonton and San Francisco) for a period of twenty two years.

Previously, he worked for various government agencies, quantity surveyors, and cost consultants in Scotland, The Channel Islands, Canada and East Africa, where he worked on a wide range of building projects.

Gordon has diverse experience in the fields of quantity surveying, construction management, value engineering, litigation support and cost estimating. He has conducted Value Engineering workshops, arbitrated on construction cases, and worked on highly classified projects, and has prepared published articles for technical professional magazines.

### EDUCATION

Quantity Surveying, Kirkcaldy Technical College / Glasgow College of Building, Scotland, 1967  
40- Hour Value Engineering Training Workshop

### CERTIFICATIONS / AFFILIATIONS

Fellow, Royal Institution of Chartered Surveyors, UK (FRICS)  
Associate, American Association of Cost Engineers (AACE)  
Panelist, American Arbitration Association  
LEED Accredited Professional  
Over 30 years of experience

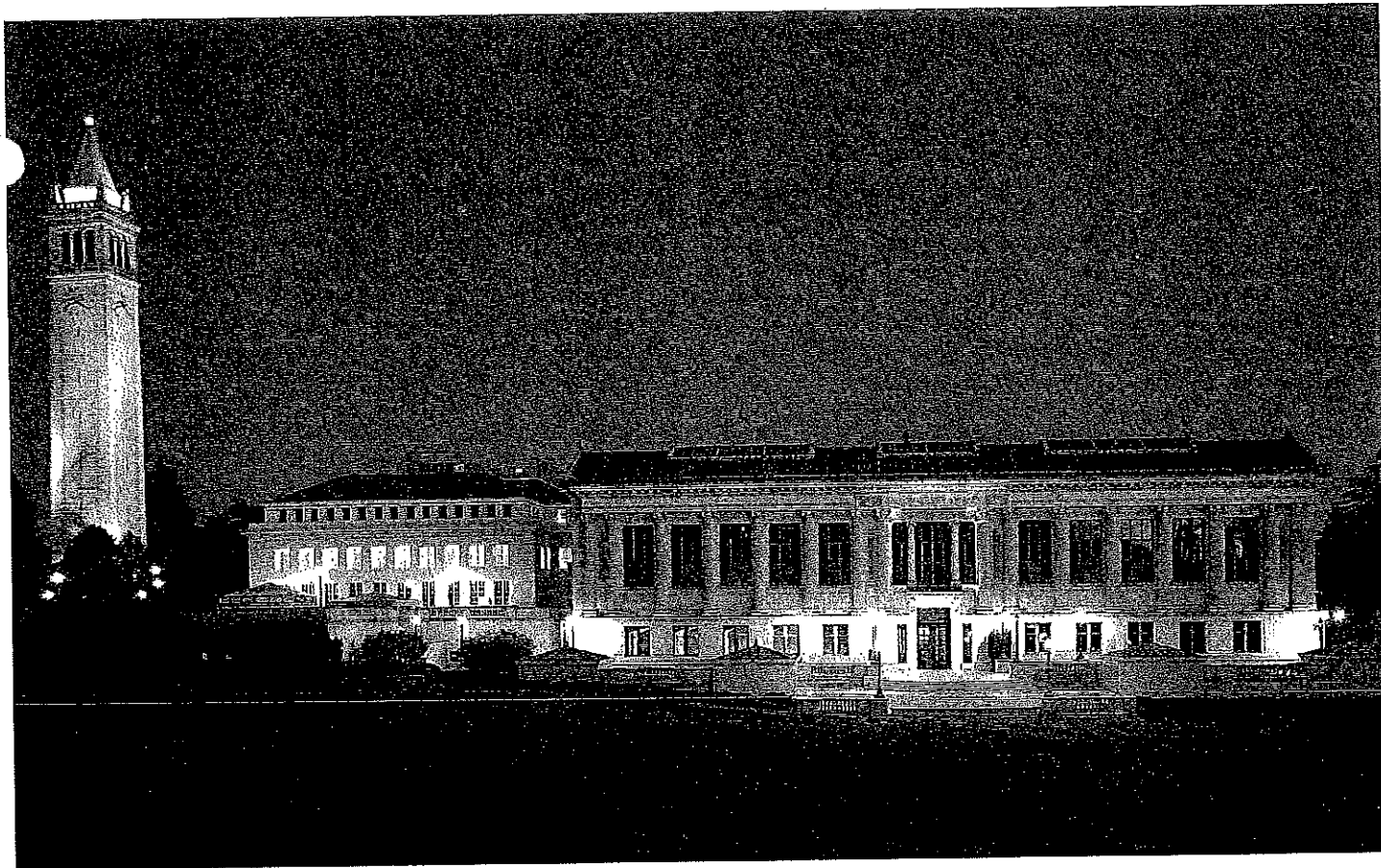
### REFERENCES

Cindy Magill	DPW-City and County of San Francisco	415 557 4679
Bill Seaver	Transbay Transit Center Program	510 627 1741
John Moll	URS Corporation	415 281 2635

Project Management | Construction Cost Management

San Francisco · San Diego · Seattle · Washington D.C.

UB



**PROJECT NAME**  
Bancroft Library  
(Doe Annex) Improvements

**CLIENT/CONTACT**  
Jim Wert, Project Manager  
UC Berkeley-Facilities Services  
1936 University Avenue, 2nd Floor  
Berkeley, CA 94720  
(510) 642-7161

**CONST. START/COMPLETE**  
May 2006 / Sept. 2008

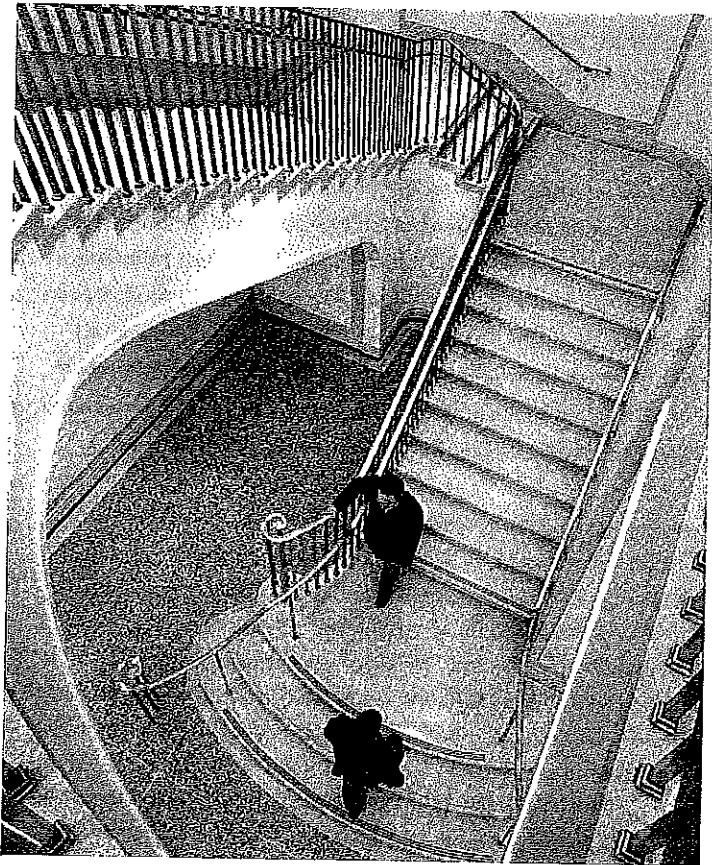
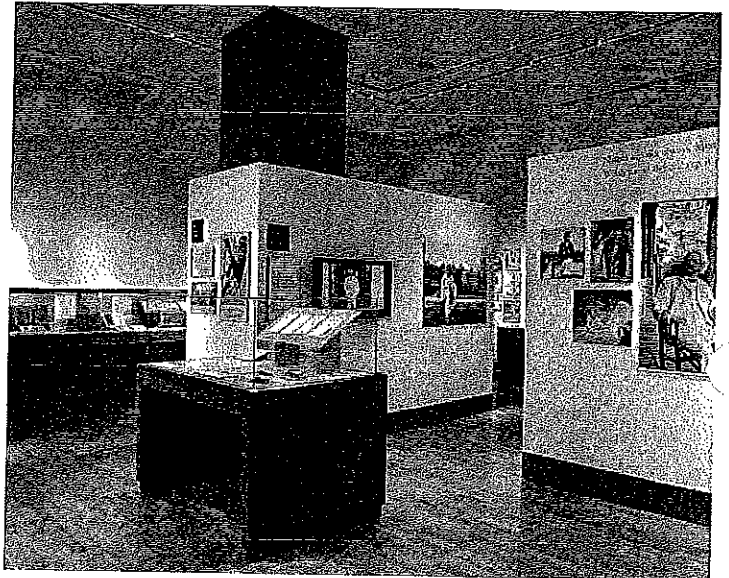
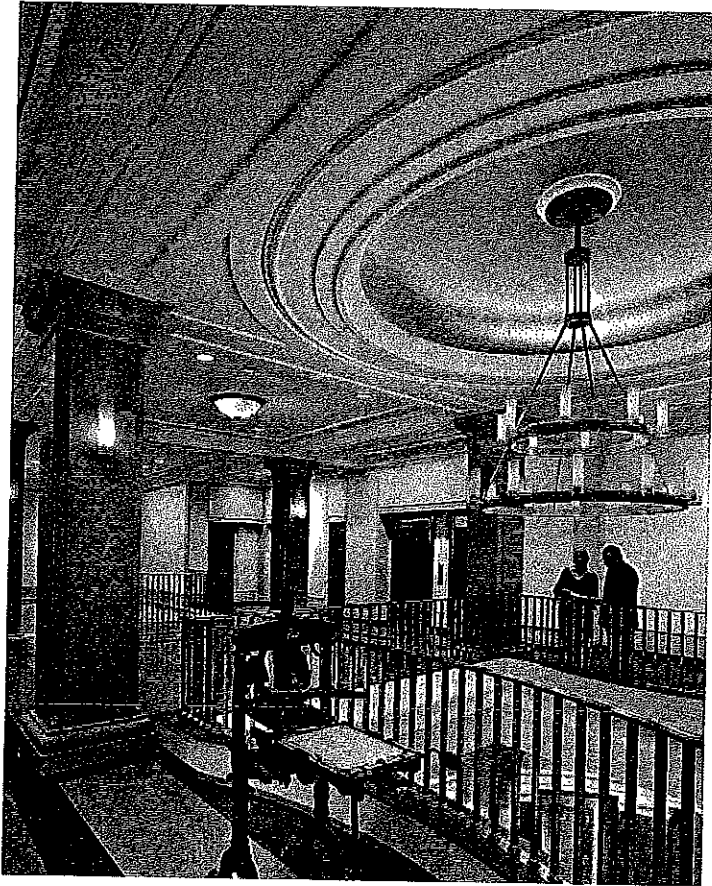
**COST**  
\$44 million

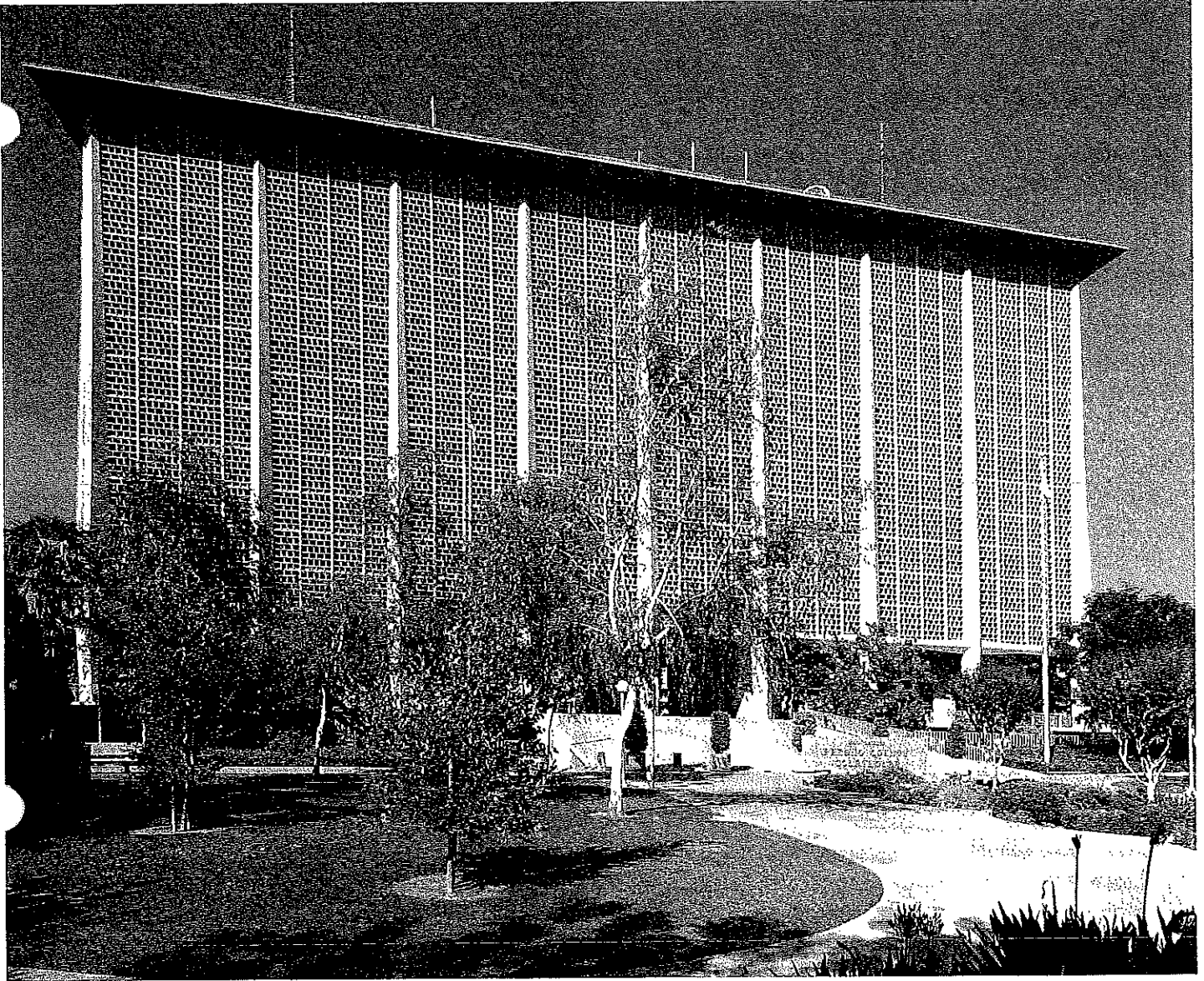
*Honor Award in Architecture  
Restoration and Preservation  
SCUP/AIA-CAE Excellence Awards, 2009*

*Associate Architect: Noll & Tam*

RATCLIFF provided the design for seismic corrections and programmatic improvements to the 129,500 s.f. Bancroft Library (annex to the Doe Memorial Library and the most accessible and heavily used special collections library in the country). Located in the historically sensitive "classical core" area of the UC Berkeley campus, the project presented an opportunity to reevaluate how the Doe and Bancroft Libraries interface with each other, how security and operations within the Bancroft Library can be improved, and how the public perceives and uses the Bancroft Library. The final design included the creation of public exhibit space and increased visibility of the library overall. Because the annex is connected to Doe Memorial Library, planning included measures to allow the adjacent occupied spaces to continue to function, while mitigating any disruptions to on-going functions. Careful coordination with our historic consultant took place to ensure our design met the requirements of the Secretary of the Interior's State guidelines.

The design team met multiple challenges (see following page), as well as saving and restoring the original Kawneer aluminum double hung windows. This was done through careful energy modeling that revealed the energy goals could be met with only the addition of more insulation to the roof and walls vs. changing out the windows to allow insulated glazing. A UV film was added to the interior side of the glass to satisfy the library needs for UV control, and the sash was inconspicuously secured to the frames with a matching silver sealant to achieve security and air infiltration control – both demanded by the rare books preservation consultant. The new shear walls were inboarded so as not to affect the exterior fenestration. The terracotta skin (innovative cladding that mimicked the Doe Library's Sierra White granite cladding) was not harmed through our extensive interior gut and full rehabilitation.





**PROJECT NAME**  
Fresno County  
Courthouse Renovation

**CLIENT/CONTACT**  
Tim Wilson  
Court Facilities Director  
Superior Court of California,  
County of Fresno  
1999 Tuolumne, #802  
Fresno, CA 93723  
(559) 457-2176

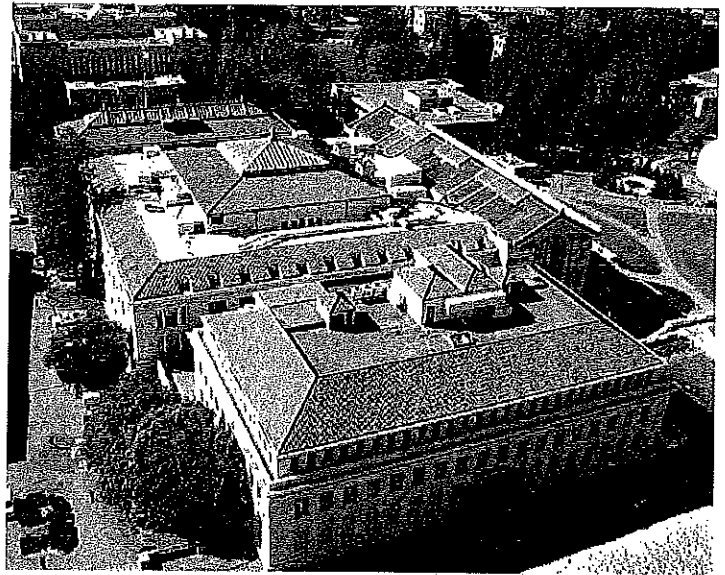
**COST**  
\$111.4 million  
(pre-construction budget)

Ratcliff recently completed a 1 year study with a major Building Evaluation Report and Program Phase for the renovation of the Fresno County Main Courthouse. Fresno Main, built in 1965, currently houses 28 courtrooms and has numerous deficiencies relative to security, in-custody holding, circulation, courtroom operations and deferred maintenance. These conditions significantly hinder the superior court's ability to provide accessible and efficient court proceedings to users.

The proposed renovation will improve the primary functional problems including reorganizing space to be vacated in the building to enable the state to safely operate this courthouse as the Fresno Superior Court's main criminal courthouse. The project entails the reorganization of administrative and support spaces; consolidating leased space currently occupied by the facilities department, training, and probate; and providing appropriately-sized space that functionally meets the needs of the court. The project scope also encompasses a complete seismic retrofit, upgrade of all building systems as well as necessary restoration activities to the exterior and grounds of this Mid Century Modern high-rise structure - as it approaches eligibility for protection under CEQA.

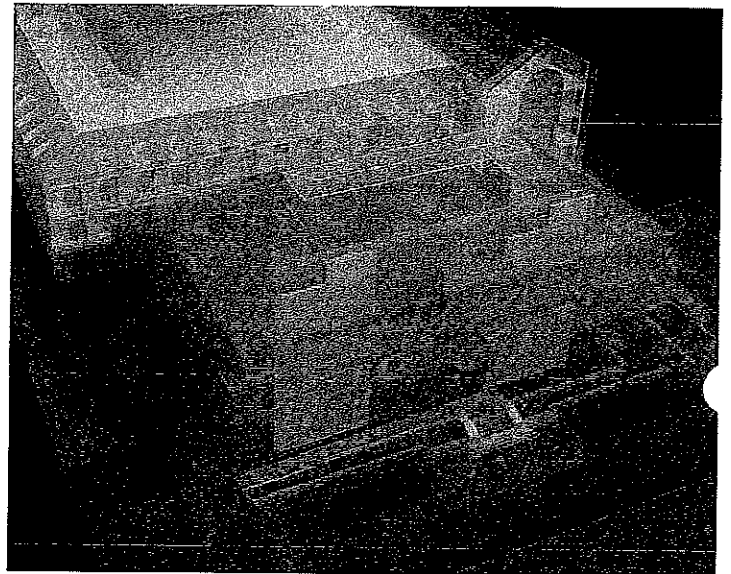
**EXISTING ROOF CONDITIONS** *(top)*

Depicts 1950 penthouse, 1970 addition (both asymmetrical), and other miscellaneous equipment additions over time.

**COMPUTER MODEL** *(middle)*

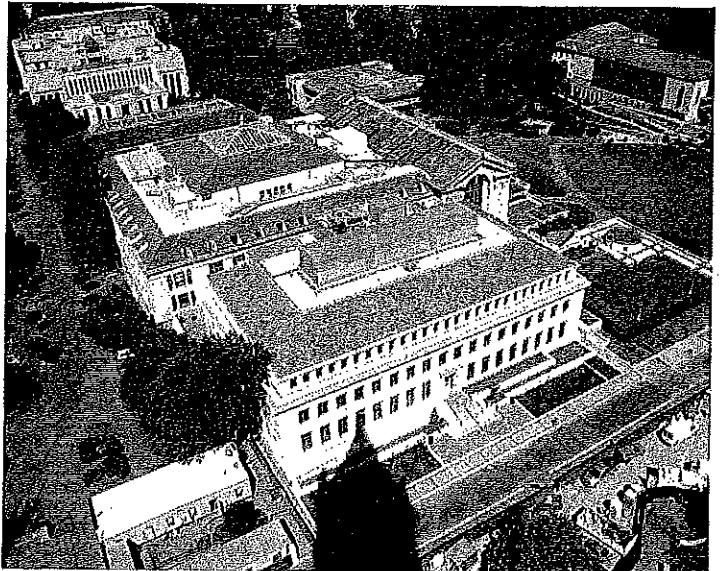
To accommodate the roof equipment with the least visual impact, Ratcliff created a model which addressed the following solutions:

- Thread 4 elevator shafts (basement up through 5 floors of new planning), to avoid concrete beam layouts & arrive at penthouse without revealing the elevator shaft in the exterior roof line
- Allow for the addition of significant HVAC equipment to house rare books collection in a state of the art temperature and humidity controlled environment
- Penthouse remains symmetrical, recessive in material and profile (in keeping with Secretary of the Interior's State Guidelines for compatible and sympathetic additions to historic building exteriors)
- Cooling towers and other miscellaneous equipment and service elevator were disguised in a symmetrical rear enclosure screen behind the penthouse, not visible from street (and barely visible from Campanile view)

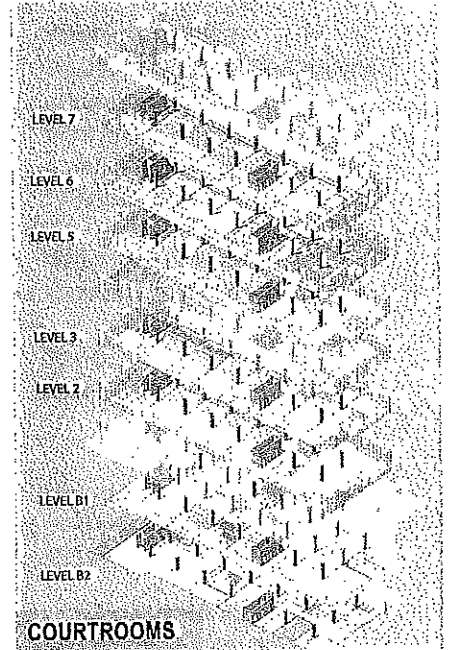
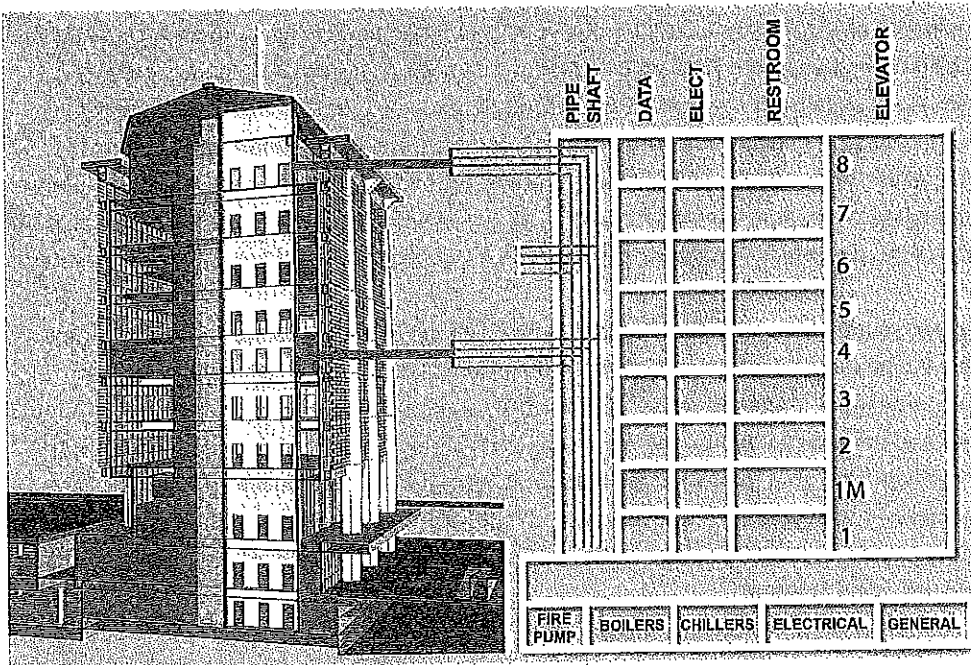
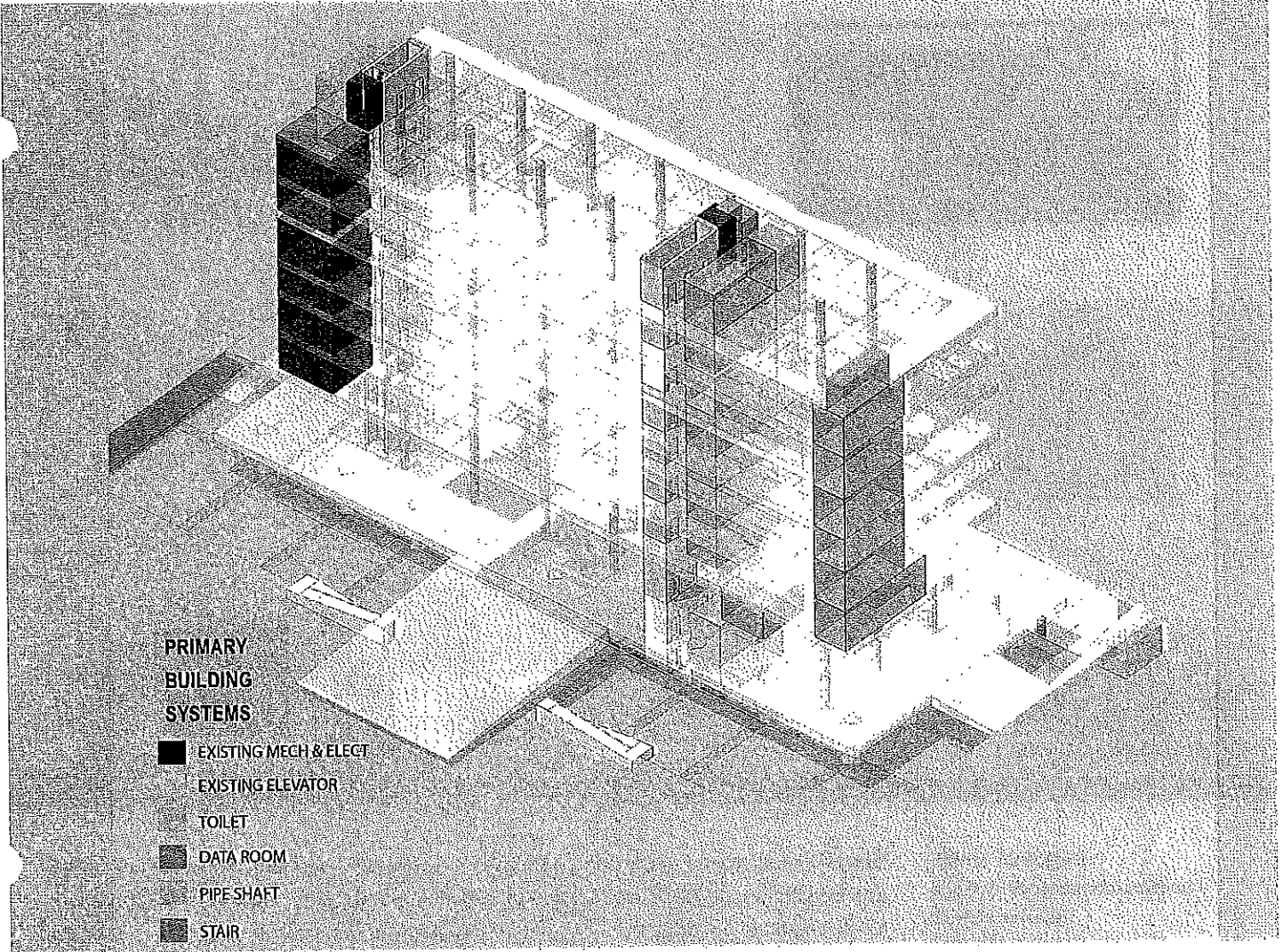


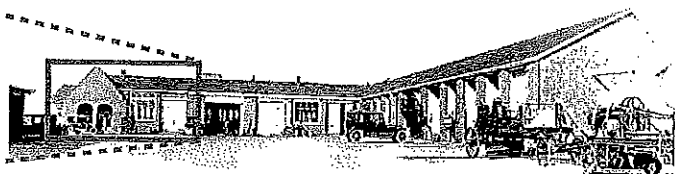
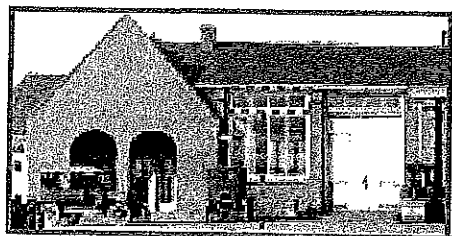
To accommodate ADA requirements, the model also addressed:

- New ADA access ramp placed behind symmetrical low walls and planters in the new landscaped front lawn and the extended Beaux Arts style entry steps (also in keeping with Secretary of the Interior's State Guidelines for compatible and sympathetic additions to historic building exteriors).

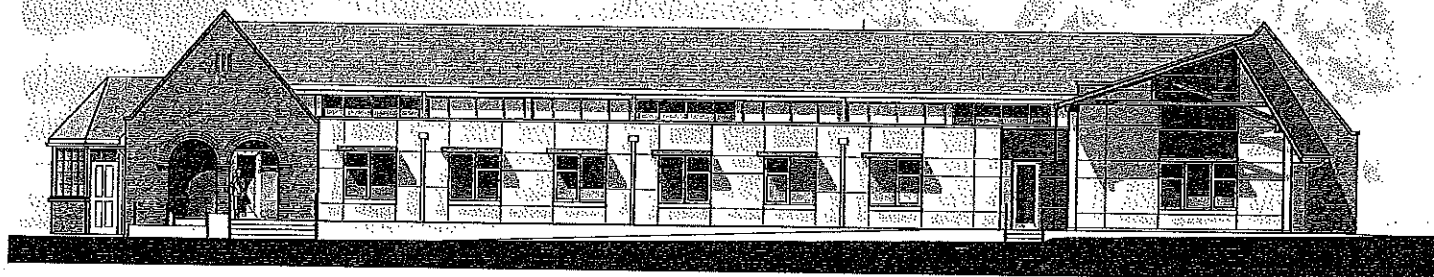
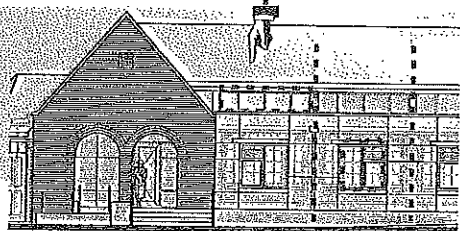
**FINAL DESIGN** *(bottom)*

Photograph depicts Ratcliff's solution: actual roof & penthouse with front landscaping and new porch/steps/ramp entry.





HISTORIC PHOTO OF SOUTH SIDE OF BUILDING, PRE-ADDITIC



**PROJECT NAME**

Facilities Maintenance Building  
Seismic Retrofit  
Berkeley Corporation Yard

**CLIENT/CONTACT**

Carmella Rejwan, Project Manager  
City of Berkeley  
1947 Center Street, 4th Floor  
Berkeley, CA 94704  
(510) 981-6341

**CONST. START/COMPLETE**

November 2010 / May 2012

**COST**

\$3.8 million

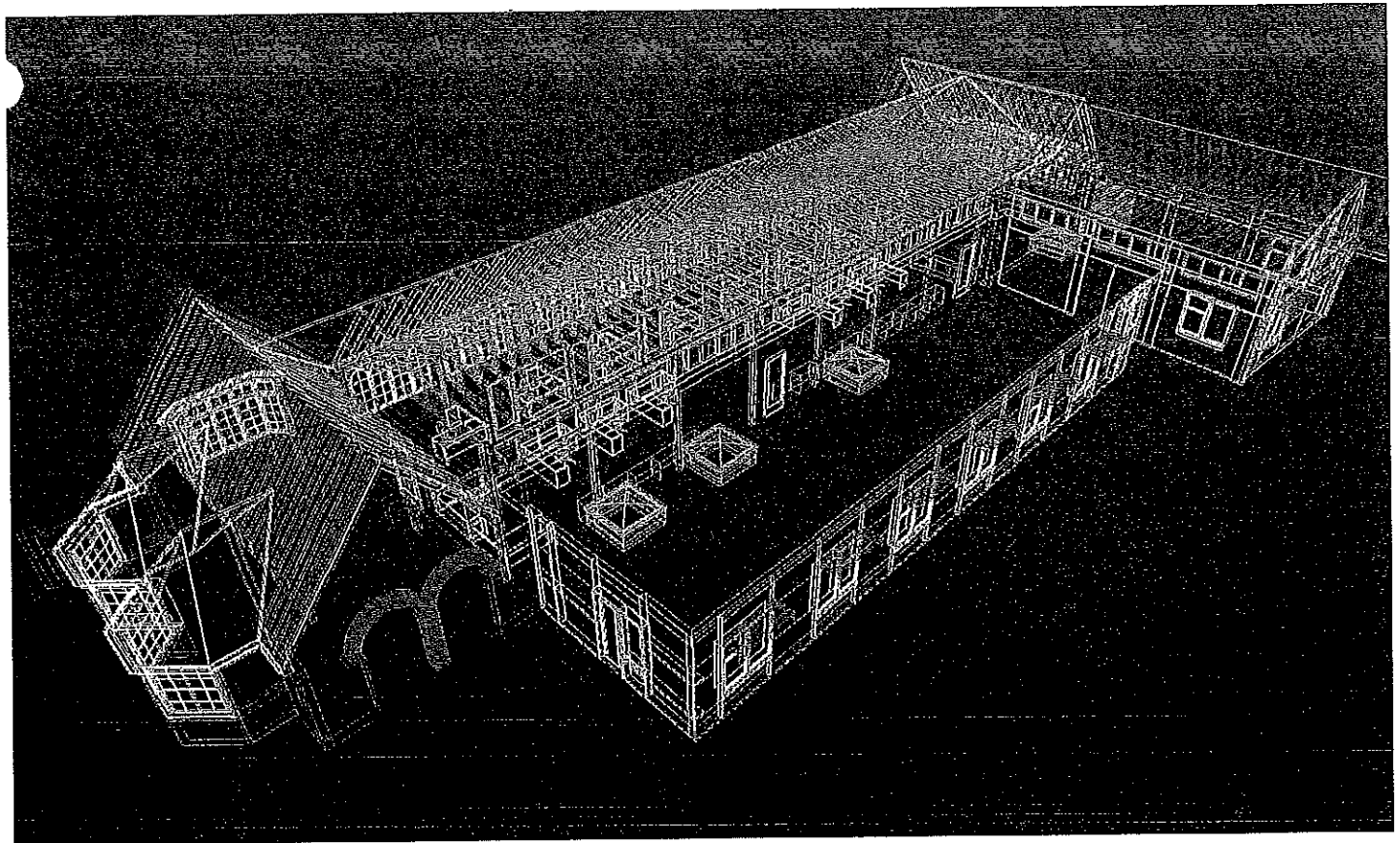
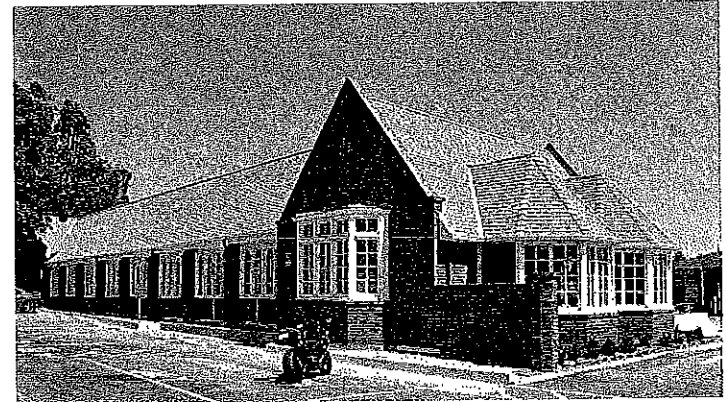
*Regional and National Award for Historic  
Rehabilitation, American Public  
Works Association (APWA), 2013*

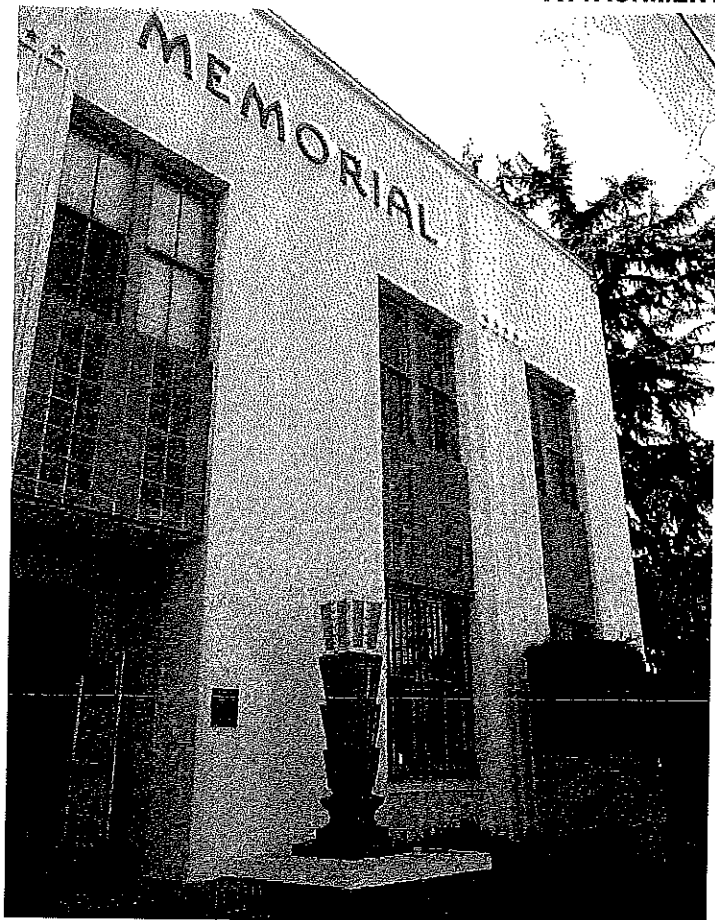
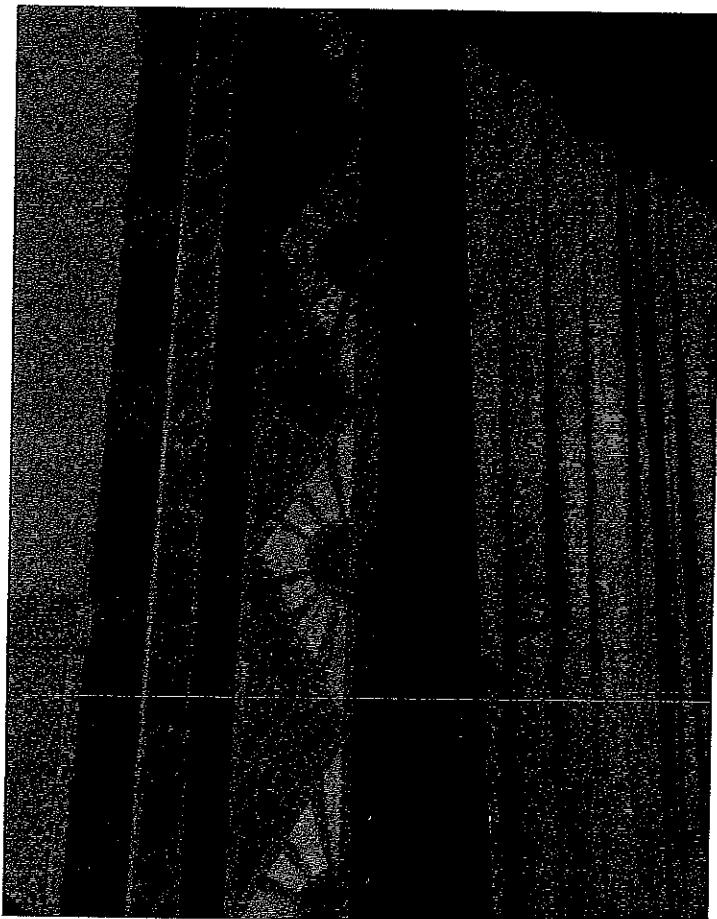
*Preservation Award, Berkeley Architectural  
Heritage Association (BAHA), 2013*

Ratcliff was selected to provide programming and design services for the seismic retrofit and addition to the Facilities Maintenance Building at the City of Berkeley Corporation Yard. The building, originally designed as stables and open storage by Walter H. Ratcliff (then City Architect) in 1916, now houses offices, shops, and storage areas for the Public Works Department. In 2002, the facility was deemed a City Landmark by the City of Berkeley's Landmark Preservation Commission which designated ten features as historically significant: 1) gables, 2) small patio open space, 3) window patterning and wood framing, 4) decorative brickwork, 5) brick pilasters, 6) two dominant bays, 7) the original low brick wall and pillar at the northwest corner of the east/west wing, 8) the bay window on the east side of the east/west wing, 9) the double arched entryway on the south side of the east/west wing; and, 10) the Interior exposed truss-work of the roofing system.

Project scope involved initial programming, production of an Existing Conditions Report which included sections on historical and seismic issues, along with design studies which were presented to the Commission. The design team developed a phased plan to relocate staff and services to two temporary modular buildings while seismic shoring and partial demolition work took place. To maintain historic significance of this landmark structure, special attention was paid to existing architectural elements and building materials in the 5,900 sf area of the original structure, as well as the compatibility of the new 2,300 sf programmatic addition.







**PROJECT NAME**  
Senior Center Building  
Evaluation Report

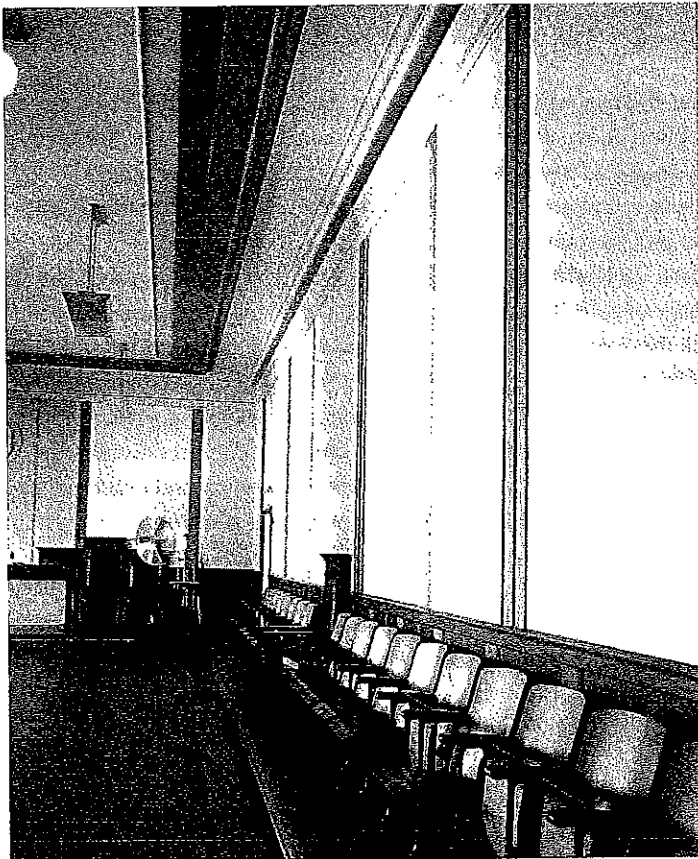
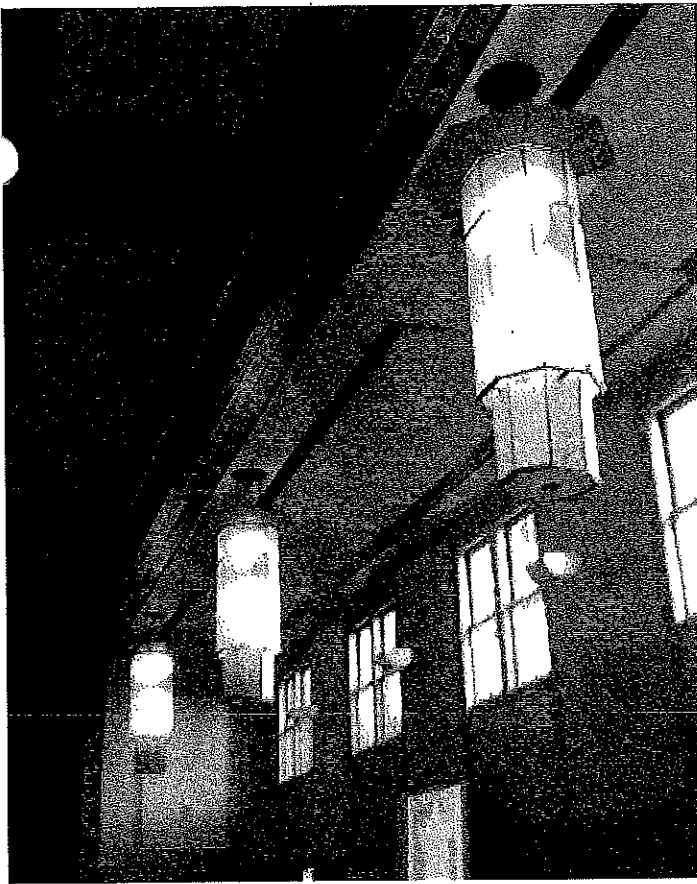
**CLIENT/CONTACT**  
Margaret O'Brien  
Management Analyst  
City of Emeryville  
1333 Park Avenue  
Emeryville, CA  
(510) 596-4336

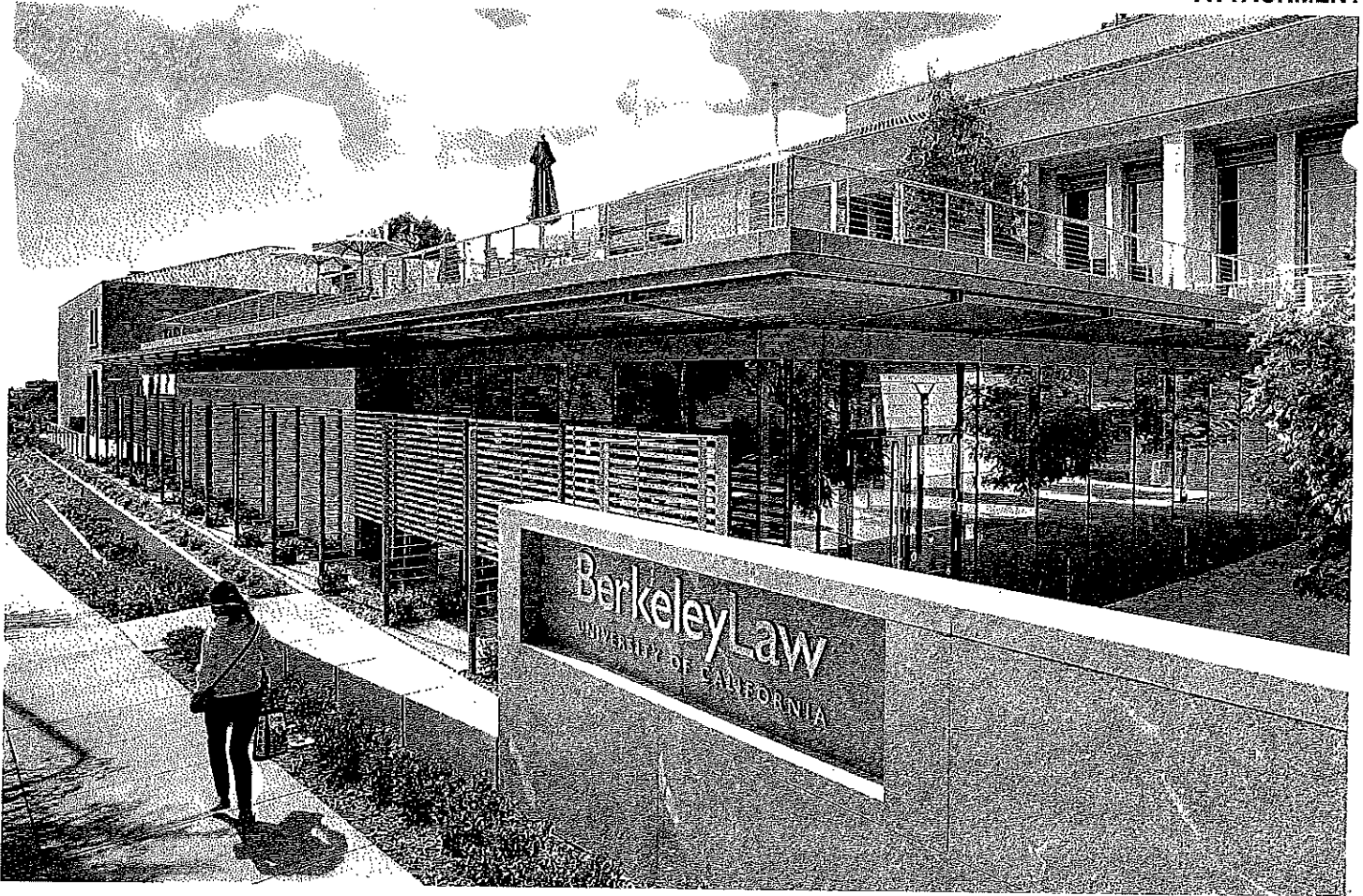
**CONST. START/COMPLETE**  
January 2014/June 2014

**COST**  
\$2 million

This project included a building evaluation survey and report for a 12,500 sf Veterans of Foreign Wars Hall (circa 1930) that currently houses the Emeryville Senior Center. The survey and report evaluated the building and its systems in their current state and recommended much needed repairs and accessibility upgrades, all the while maintaining the building's art deco character to the greatest degree possible and working within a very tight budget.

Ratcliff prepared as-built CAD drawings and surveyed the Center's director and City project manager to come up with a prioritized project scope list. We worked closely with City plan checkers to negotiate a pre-determination of required ADA and other code upgrades in advance of issuing the report for pricing. Ratcliff, and its structural, mechanical, electrical, plumbing and waterproofing consultants prepared a comprehensive evaluation for the City. From this evaluation report, we identified various miscellaneous improvements for implementation such as roof replacement, seismic improvements and accessibility upgrades. Construction will begin early next year, based on recommended improvements from the report.





**PROJECT NAME/LOCATION**  
Berkeley Law -  
South Addition & Renovation

**CLIENT/CONTACT**  
Kathleen Vanden Heuvel, Associate  
Dean, Director of Law Library UC  
Berkeley - School of Law  
216 Boalt Hall  
Berkeley, CA 94720-7200  
(510) 643-9147

**CONST. START/COMPLETE**  
May 2008/June 2009 - TI/Step 3  
Dec. 2008/March 2011 - Addition

**COST**  
\$10.8 million - TI/Step 3  
\$63 million - Addition



Commercial Interiors

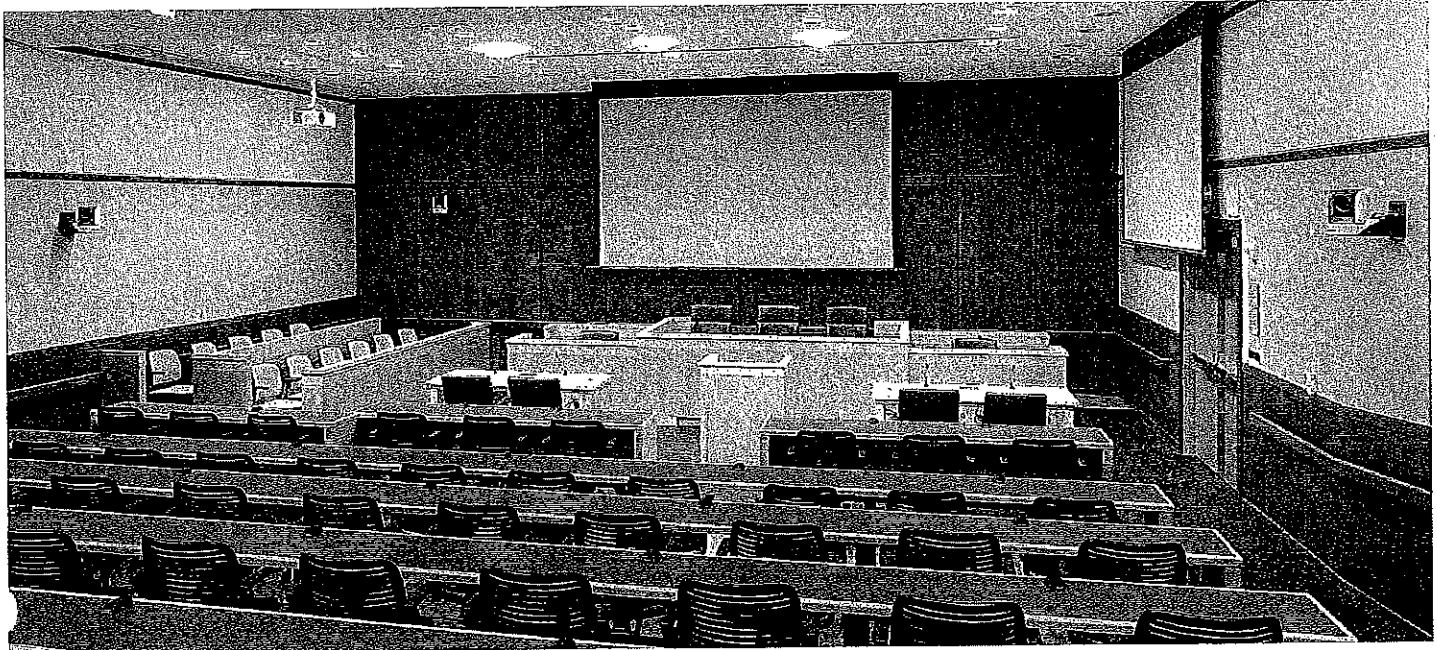
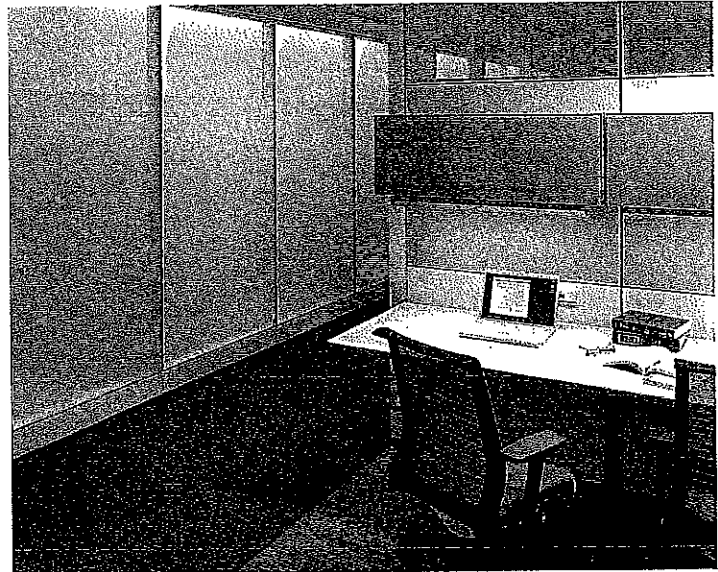
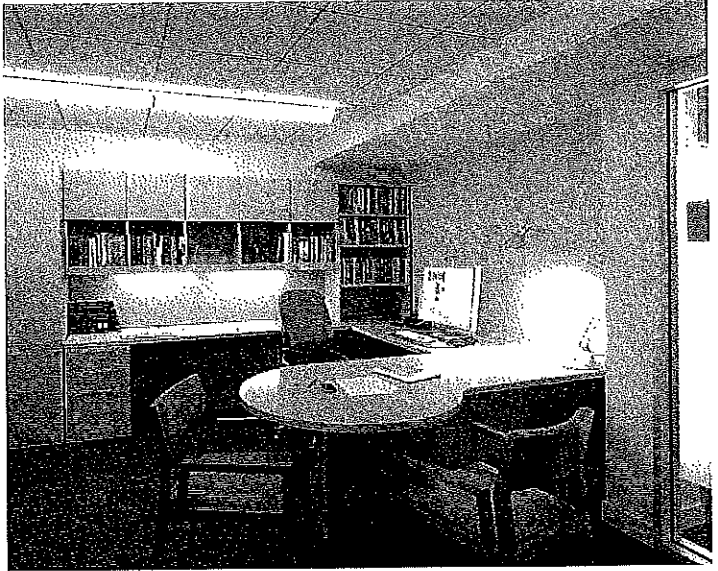
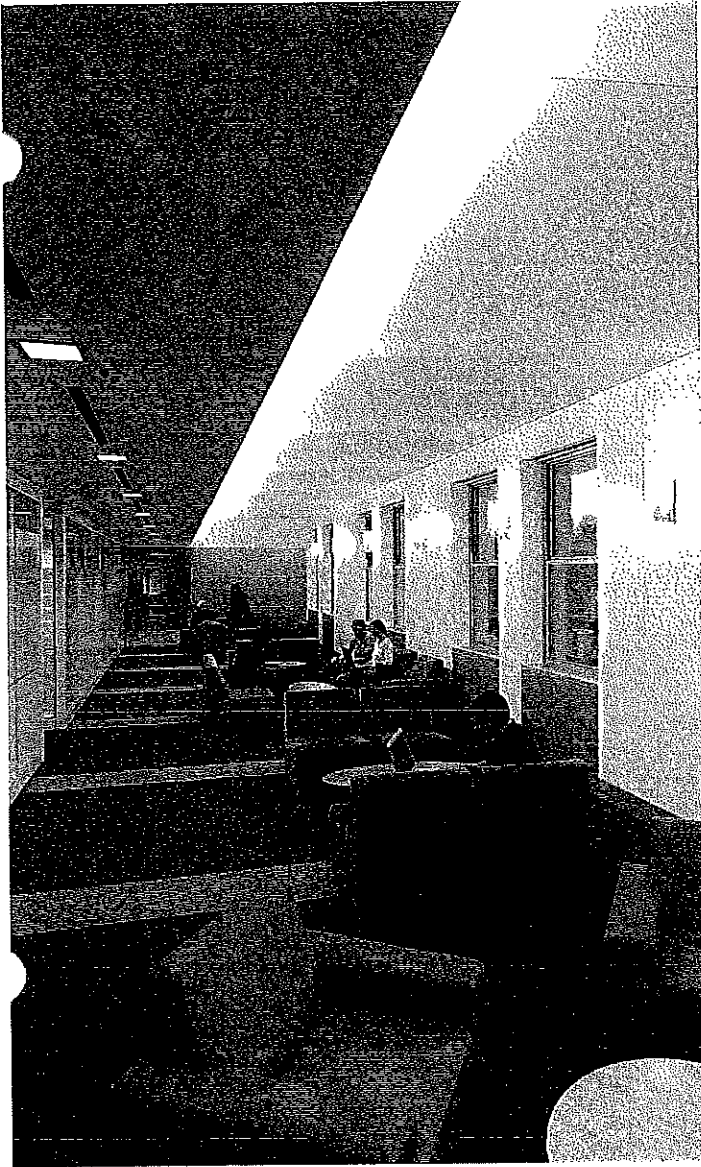


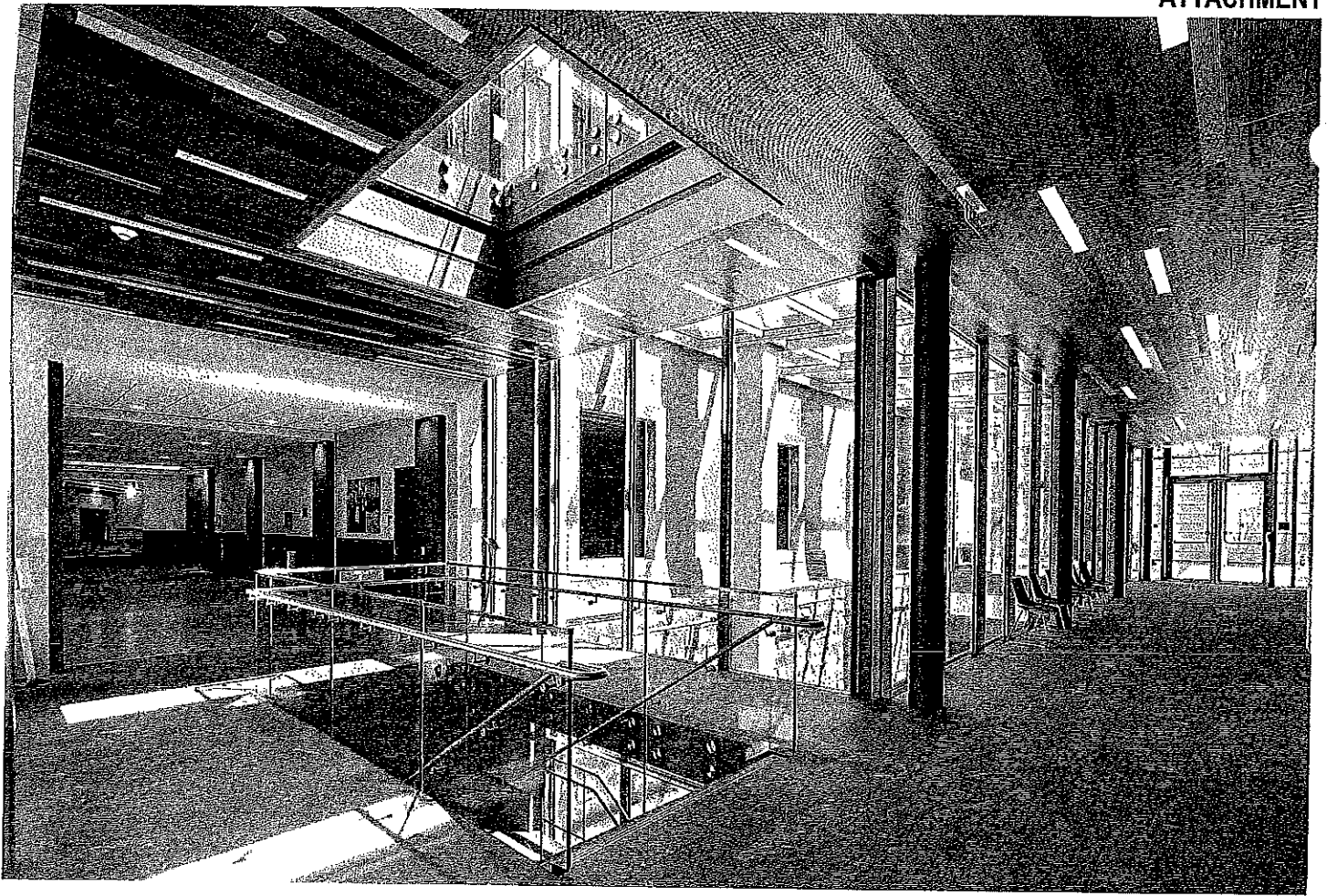
New Construction

*East Bay AIA Honor Award  
Honor Award, SCUP/AIA-CAE  
Top 5 New Landmark Library Winner  
Notable Award, IIDA NC  
National Honor Design Award, SARA*

Ratcliff developed a multi-phased solution that included three phases of strategic renovations to existing structures, and a fourth phase which focused on construction of a new addition. In the first three phases, two small existing 32-seat classrooms were transformed, and an existing 100-seat classroom was renovated into a new Moot Court / 62-seat classroom with interactive AV. In addition, the project included the creation of a new 56-seat Distance Learning classroom, new student lockers, 20 new faculty offices/conference room, new student journals and group work space with specialized office furniture system and hotelling conference rooms. The final phase of the project, the South Addition, includes a modernist, glass-enclosed pavilion that serves as the school's distinctive new point of entry. The 55,000 square foot building, constructed one level above ground and two below on the site of a former courtyard, respectfully enhances the adjacent law school complex while creating new opportunities for open space. The project houses Berkeley Law's renowned library collection and includes a 75-person state-of the art classroom, food service, reading rooms, informal areas for studying and socializing, and a park-like rooftop garden that provides plentiful outdoor seating and beautiful views to San Francisco and the Golden Gate Bridge. Sustainable features are integrated throughout the design and include the rooftop garden and landscaped plazas, sustainably harvested wood, efficient lighting and engineering, water conservation, and healthy indoor air quality. Both new construction and commercial interiors for the renovation received LEED certification from the USGBC. Additional project highlights include:

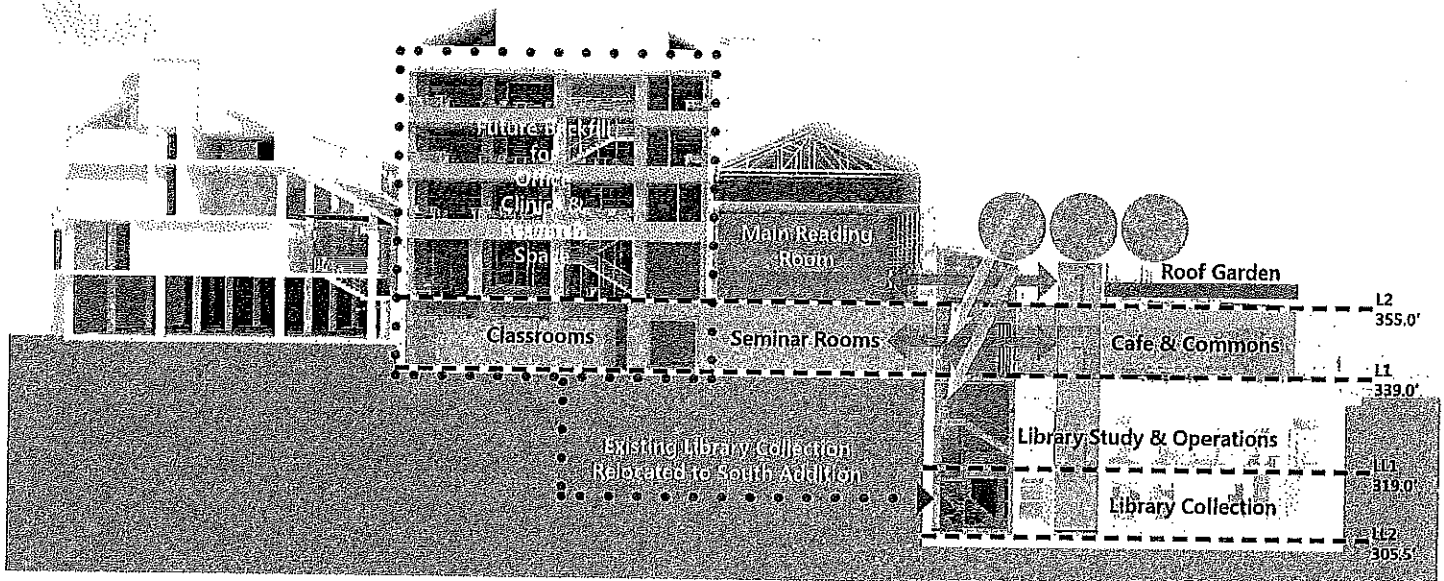
- Initial Building Evaluation and Feasibility Studies
- Upgraded Building Systems
- New Academic/Administrative Offices and Executive Suites
- Phased Construction
- Green Roof with Occupied Student Spaces





RENOVATION

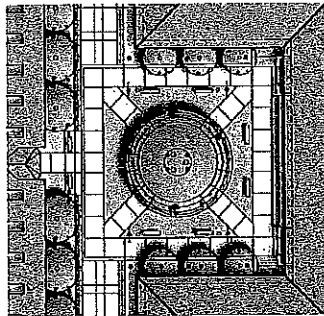
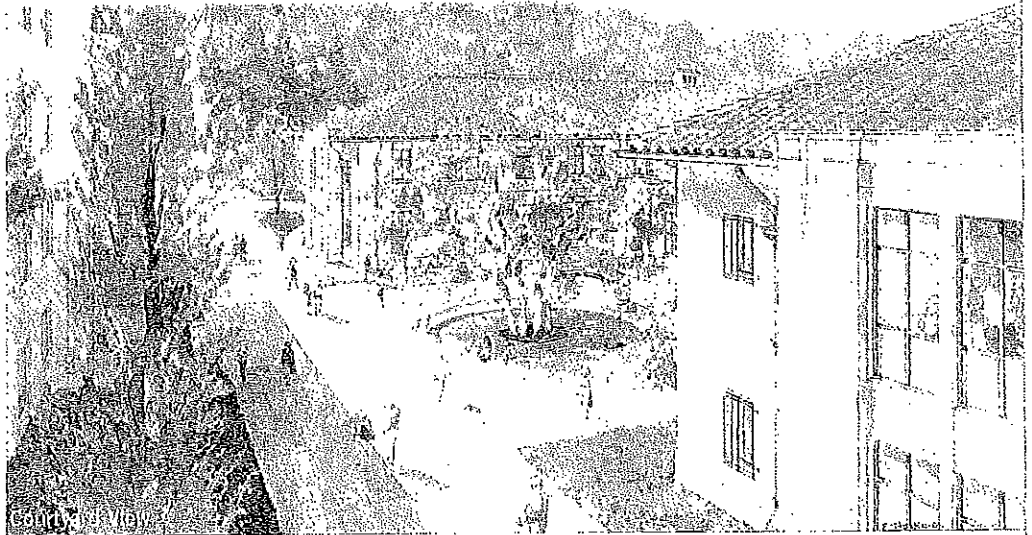
NEW ADDITION



A TRADITION  
OF  
COURTYARDS  
ON CAMPUS

A special courtyard has been created between these two facilities that will become a major asset on campus adding to the variety of wonderful outdoor spaces for student life, academic mission and community to be re-discovered over and over again. The courtyard design is centralized around a depressed planting area that will become the home for a cluster of native oak trees, creating seating and informal gathering space for students and faculty.

Pathways, benches, and planting along the building edges complete the symmetrical design and allow circulation to move freely between Filippi Academic Hall and its neighbor, Augustine Hall, and the interconnecting pathways that lead to other parts of the campus.



**PROJECT NAME**

Master Plan, New Science Center and School of Education

**CLIENT**

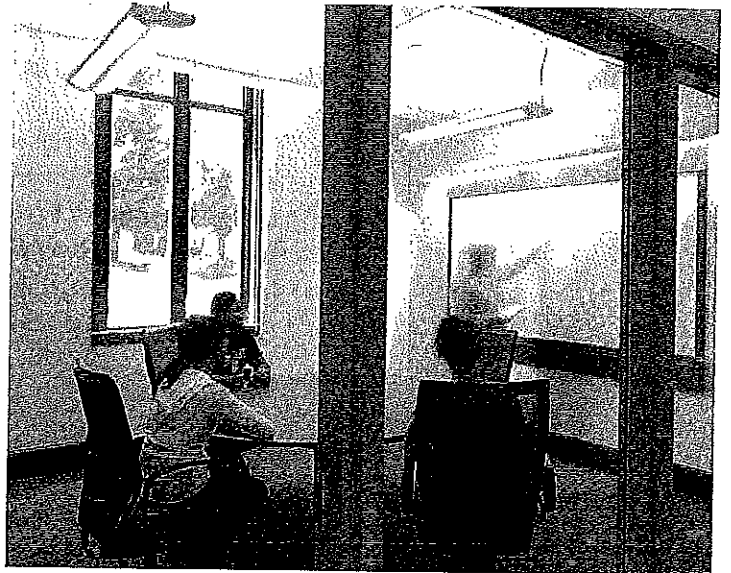
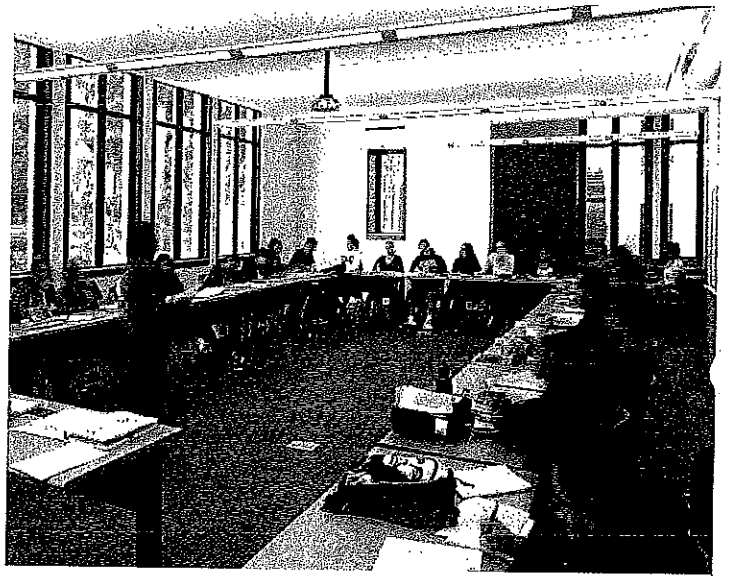
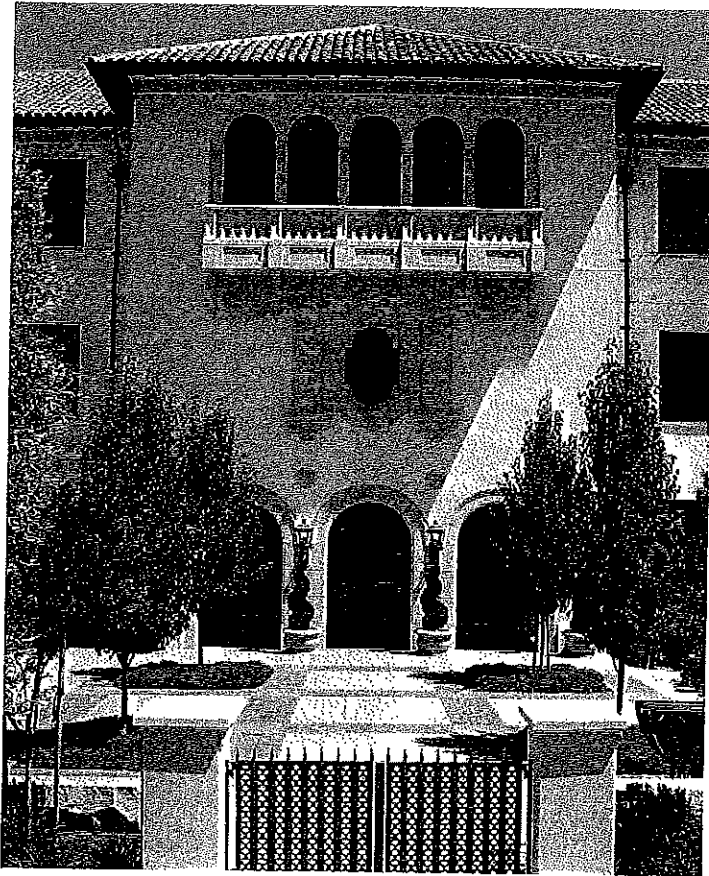
St. Mary's College of California

**LOCATION**

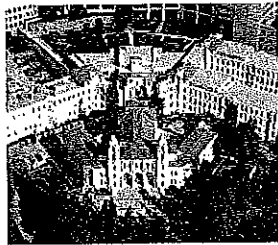
Moraga, CA

Over a ten year period, RATCLIFF provided programming and design services for a number of projects at St. Mary's, honoring the integrity of the existing traditional Spanish Colonial architecture (*circa 1927*). As the first large-scale development on the north side of campus, the 60,000 square-foot Science Center (*Brother Alfred Brousseau Hall*) maintains and extends the character of the original historic quad along a major artery that loops through campus. The exterior design continues the architectural tradition of red clay tile roofs, decorative open eaves, white-washed walls and deep-set windows. The new building consolidates the science program and provides a new state-of-the-art teaching and research facility for biology, chemistry and neuroscience.

Programming and site capacity studies for the School of Business, Extended Education, and the School of Education followed and from these studies, the firm was commissioned to design a new 37,000 square foot School of Education (*Filippi Academic Hall*). The new School incorporates advanced technology, flexible classrooms, breakout and observations rooms, testing center and computer labs. The design of Filippi Academic Hall, like the Science Center, inspired new courtyards and plazas that enhance outdoor student life.

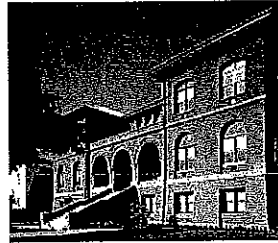






**PROJECT NAME**  
**DESCRIPTION / LOCATION**  
 Acute Care Tower Replacement, Highland Hospital  
 Oakland, CA

**CONSTRUCTION COST/**  
**BUILDING AREA**  
 \$431 million  
 255,500 sf



Courts Building Renovation, Administrative Office of the Courts  
 Fresno, CA

\$111 million  
 200,000 sf

UC Berkeley Law South Addition and Renovation  
 Berkeley, CA

\$72.4 million  
 128,800 sf

Alameda City Hall Historic Preservation & Adaptive Reuse  
 Alameda, CA

\$7.7 million  
 34,000 sf

The Salvation Army Turk Street Center\*  
 San Francisco, CA

\$42 million  
 132,800 sf



UC Berkeley Bancroft Library (Doe Annex) Renovation  
 Berkeley, CA

\$44 million  
 129,500 sf

Alta Bates Summit Medical Center Renovation  
 Berkeley & Oakland, CA

\$27.5 million  
 52,000 sf

Cal Trans Headquarters Seismic Upgrade  
 Oakland, CA

\$46 million  
 780,000 sf



John Muir Medical Center Addition & Renovation  
 Walnut Creek, CA

\$600 million  
 400,000 sf

UC Berkeley Valley Life Sciences Building  
 Berkeley, CA

\$58 million  
 60,000 sf (new)  
 340,000 sf (renovation)

Berkeley Corporation Yard  
 Berkeley, CA

\$4.1 million  
 5,889 (renovation)  
 2,237 (new)

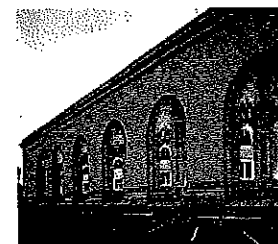


Golden Gate University Modernization Projects  
 San Francisco, CA

\$33.7 million  
 128,000 sf

United Methodist Church Mixed Use Complex  
 Berkeley, CA

\$75.5 million  
 28,400 sf (renovation)  
 220,000 sf (new)



Hotel Oakland Historic Renovation  
 Oakland, CA

\$11.8 million  
 300,000 sf

Blue Oak School Renovation and Addition  
 Napa, CA

\$6 million  
 18,900 sf

Henry J. Kaiser Convention Center  
 Oakland, CA

\$8.7 million  
 200,000 sf

Seismic Retrofit  
 Rehabilitation  
 Historic Preservation

\*Prior experience of proposed team member

## PROJECT APPROACH

Ratcliff understands the significance of a thoughtful and comprehensive **Pre-design** effort, including master planning, programming, conceptual design and cost modeling, and the impact of this phase on the success of subsequent phases of design and construction. For the Colma Town Hall Renovation project, we will work closely with City Council and Staff to validate any work done to date and to together develop a clear path for redeveloping the project site.

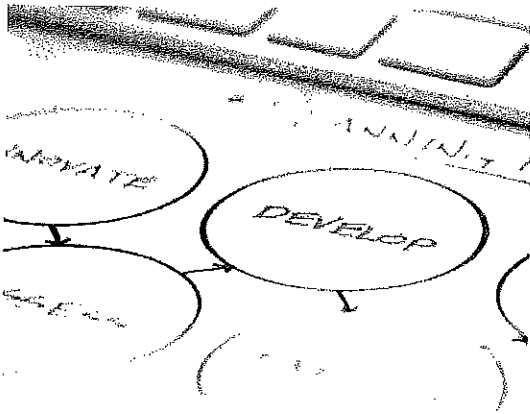
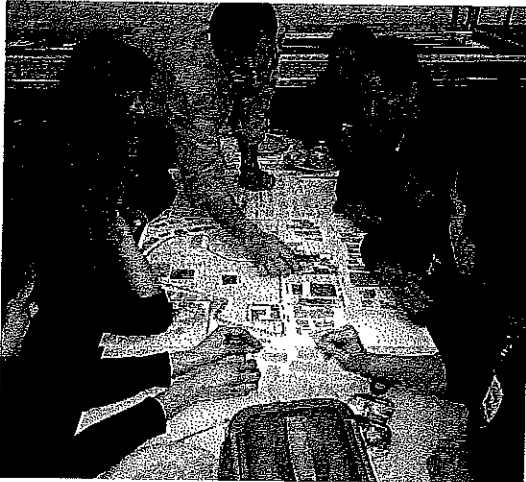
Our services will be multi-faceted, including visioning and goal setting, prior to program verification and development, conceptual design and cost modeling. Our collective knowledge is informed by a deep commitment to our clients. We believe in a truly collaborative process and find that the best solutions are often generated when we come into the process without any preconceived notions.

## VISIONING & GOAL SETTING

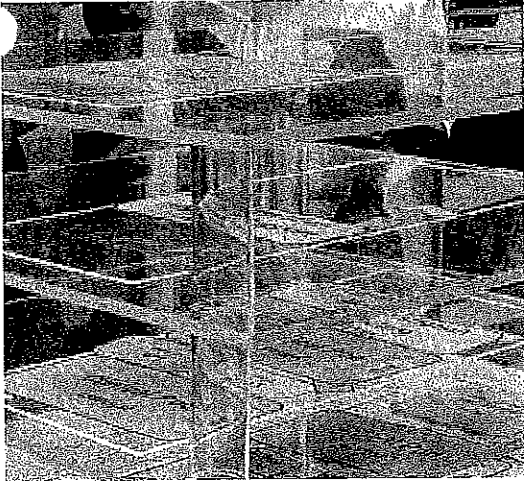
A critical step in Pre-design is **Visioning**, where project goals are identified and prioritized. For the Colma Town Hall Renovation, the project visioning will occur in the context of other stated town goals such those outlined in the town's General Plan. Ratcliff's expertise comes in taking a holistic approach with each project, whereby we embark on a process of co-discovery with our clients to help situate a project within its larger framework. Once the project is firmly grounded in that context, we will work with City Council and Staff imagining a path forward, establishing project goals and design objectives. We will do so through a variety of tested activities tailor to your needs, such as an interactive workshop to create a value matrix prioritizing your project objectives. This phase allows us to dream and envision together a future facility and its impact on the town fabric.

## PROGRAMMING

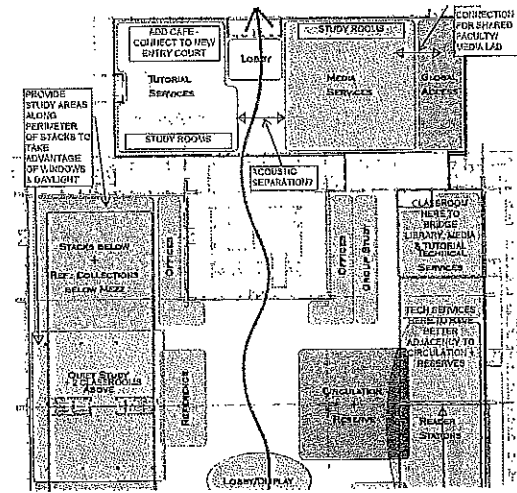
The actual **Programming** for the site master planning and the Town Hall renovation and potential expansion will begin with a review of compiled lists of space requirements and needs. Ratcliff will work closely with City Council and Staff to validate the existing information and to develop a more detailed project program. Borne from participatory workshops and dialogue with the identified project stakeholders, the Program will include space needs, area summaries and prioritized adjacencies. A variety of activities may inform this effort; end-user interviews, hands-on exercises exploring adjacencies, planning and stacking concepts, design perception exercises, etc. The goal of this effort is to develop a durable document which identifies all the project components, i.e., the building blocks for both for the project site and the building renovation/expansion, summarizes the spatial relationships among them, and allocates specific areas to each.



PROGRAM TEST-FIT & CONCEPTUAL DESIGN

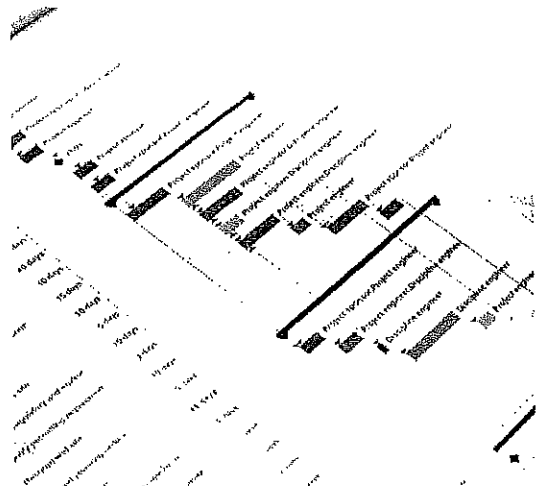


Working with the building blocks identified in Programming, we will proceed to **Program test-fit** and **Conceptual Design**. Program test-fit involves testing the required program area against the available project area. Keeping in mind the stated goal of "One Roof" to house all departments, the test-fit is a reality check on the program, a critical step by which to gauge whether the available square footage in the existing facility matches the project needs or whether an expansion is warranted or whether the needs have to be reconsidered. Conceptual Design addresses design objectives established during Visioning and Goal Setting. Conceptual design will include site and building planning approach, circulation and flow through the site and the building/expansion. We will also address the issue of creating a new node in the town fabric; with the departmental uses consolidated to one building, there may be a portion of the site that is potentially "up for grabs". Conceptual design would hone in on such potential and weigh the benefits of various options (open space, commercial, civil) on the site. Conceptual Design will set the tone for subsequent design phases. Oftentimes we will develop multiple options in this phase and test their validity. With input from City Council and Staff, we will determine a preferred option for design development.



FEASIBILITY

Another aspect of Predesign is **Feasibility** or studying the capacity of a given site or existing structure to accept and accommodate the project program. We routinely perform feasibility analyses for our clients, examining the value of a particular site or existing structure for targeted for development or improvements. For the Colma Town Center, our focus will be on the existing historic 1940 structure and the 1985 addition. We will work closely with our historical consultant to identify historical features to be maintained and provide recommendations for upgrades. We will also engage an entire team of engineering consultants that will assist in evaluating the existing structure and building systems, and the potential to become an Essential Services Facility. Our investigations will be comprehensive, resulting in a deep understanding of site constraints; building systems; and seismic, ADA and life-safety compliance concerns. This is also a time in which to engage the local jurisdiction, understand the entitlements process and establish a realistic schedule for securing permits and approvals.



SCHEDULE & COST MODEL

Any predesign effort which doesn't consider the time and cost ramifications of the established program and conceptual design does not provide a complete picture for our clients. Scheduling and Program/Budget validation are critical steps of Predesign, allowing us to confirm or adjust our client expectations. Therefore, an essential step in our process will be to develop a **project schedule** and **cost model** to test options and validate a particular

design approach. Through scheduling, we project time requirements for various aspects of project development, including design, agency review and approvals, bidding and construction. A comprehensive schedule affords our clients the opportunity to plan for their projects in the context of other planned efforts. Similarly, cost modeling and value engineering allow us to confirm budget/program alignment, and propose revisions as needed when misalignment arises. This is an important "reality check" on the desired program; we will work closely with our cost estimator to provide a realistic forecast of construction costs for City Council to consider.

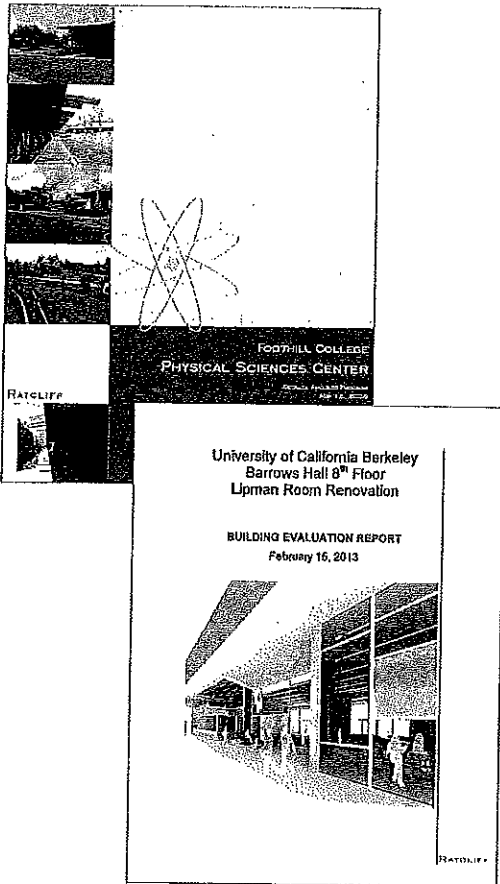
**PROGRAM DOCUMENT**

The *Program Document* summarizes the findings of the Predesign effort and is the blue print for future phases of design. The program document synthesizes the project vision and goals as well as more factual programming data and budget information. Dog eared by frequent use, this document is the foundation for design development, a reliable reference that can ground and guide all subsequent design decisions. Borne out of a collective dialogue, the Predesign Phase is an exercise in prioritizing and consensus building; owned by project constituents, the program document reflects this collective effort. It is our experience that this kind of constituent buy-in from the outset leads to a cohesive team advocating for the successful development and completion of any given project.

**PROJECT SCHEDULE - Phase 1: Programming & Pre-Design Phase\***

Task Name	Month 1				Month 2				Month 3			
	Wk 1	Wk 2	Wk 3	Wk 4	Wk 1	Wk 2	Wk 3	Wk 4	Wk 1	Wk 2	Wk 3	Wk 4
<b>Phase I: Programming &amp; Pre-Design</b>												
Ongoing Monitoring/Coordination												
Project Kick-Off Meeting			★									
Approach/ Schedule/ Visioning & Goal Setting												
Data Gathering												
Review Existing Documents												
Review Existing Studies & Reports												
Site Documentation												
Programming - Workshop #1			★									
User Interviews/ Space Requirements												
Adjacency & Flow Requirements												
Programming - Workshop #2					★							
Site Master Planning												
Programming - Workshop #3						★						
Program Test Fits (Site & Building)												
Conceptual Design												
Prepare Conceptual Plans												
Review with Town Council & Staff							★		★		★	★
Building & Systems Evaluation												
Evaluate existing Structural, HVAC, Historical, ADA												
Prepare recommended design criteria												
Review with Town Council & Staff									★			
Cost Modeling												
Prepare cost model of concept options												
Preferred Concept Review												
Present revised concept & cost model												
Present DRAFT Programming Document											★	★
Programming Document											★	★
Address/ Incorporate Comments												
Submit Final Programming Document												
Present to Town Council												
Approval and Authorization to Proceed with Phase II												★

\*Schedule is subject to change based on availability and schedule of Town Council and Staff



PRICING ESTIMATE INFORMATION |

PROJECT FEES

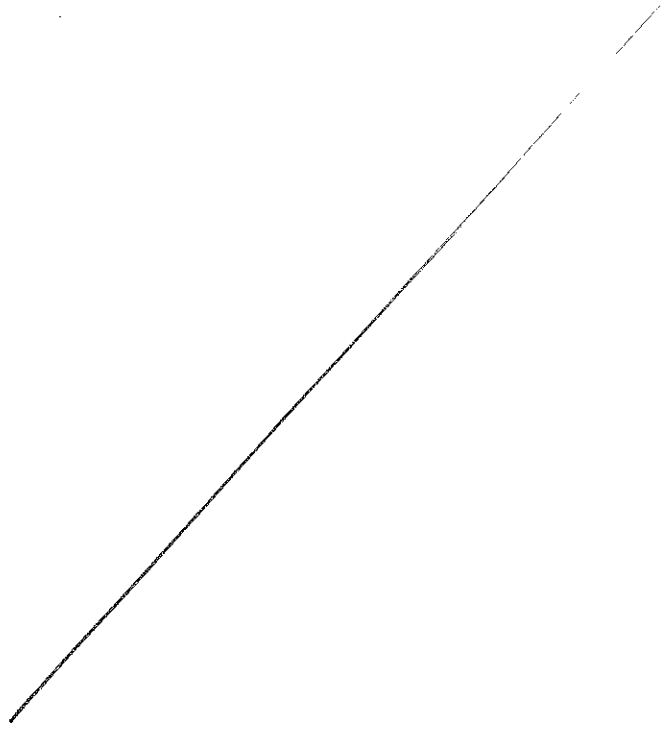
Phase I:

Based on proposed schedule and work plan, fees for Phase I are \$135,500. See tables below for additional detail.

Colma Town Hall Renovation Project Ratcliff Fees & Work Plan: Phase I			Month 1				Month 2				Month 3				Projected Hours	Projected \$
			Week 1	Week 2	Week 3	Week 4	Week 1	Week 2	Week 3	Week 4	Week 1	Week 2	Week 3	Week 4		
<b>STAFFING</b>	Emp ID	2011 BRs														
Programming and Pre-design																
BA	Project Principal-In-Charge / Project Designer	P \$ 236	2	2	2	2	2	2	2	2	2	2	2	2	24	\$ 5,664
	Designer	P \$ 236														\$
	Sr. Project Mgr/Arch	SPA3 \$ 184														\$
	Sr. Project Mgr/Arch	SPA2 \$ 161														\$
PA	Sr. Project Mgr/Arch	SPA1 \$ 152	16	16	16	16	16	16	16	16	24	24	24	24	224	\$ 34,048
	Professional Staff	PA3 \$ 145														\$
	Professional Staff	PA2 \$ 133														\$
	Professional Staff	PA1 \$ 126														\$
??	Designer	I2 \$ 121	32	32	32	32	32	32	32	32	40	40	40	40	416	\$ 60,336
	Designer	J2 \$ 105														\$
	Specs & QA	AP \$ 205														\$
	Int. Interior Designer	SPA2 \$ 161														\$
	Project Admin	Admin \$ 76														\$
	Total Hours		50	50	50	50	50	50	50	50	66	66	66	66	664	\$ 90,048
	Labor Dollars		\$ 6,776	\$ 6,776	\$ 6,776	\$ 6,776	\$ 6,776	\$ 6,776	\$ 6,776	\$ 6,776	\$ 9,900	\$ 9,900	\$ 9,900	\$ 9,900		\$ 90,048
<b>Consultants</b>																
	Degenkofs - Structural															\$ 7,500
	Lerner + Associates - Historical															\$ 9,000
	McCracken & Woodman - Mechanical															\$ 4,000
	OMM - Electrical															\$ 4,500
	SFMI - IT/A/Acoustics															\$ 4,000
	M+S - Landscape															\$ 7,500
	BKF - Civil															\$ 3,000
	TBD - Cost Estimating															\$ 6,000
	Consultant Total															\$ 45,500
<b>TOTAL PHASE I</b>																

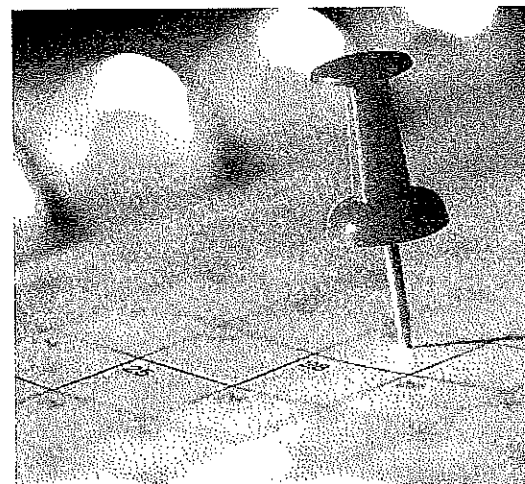
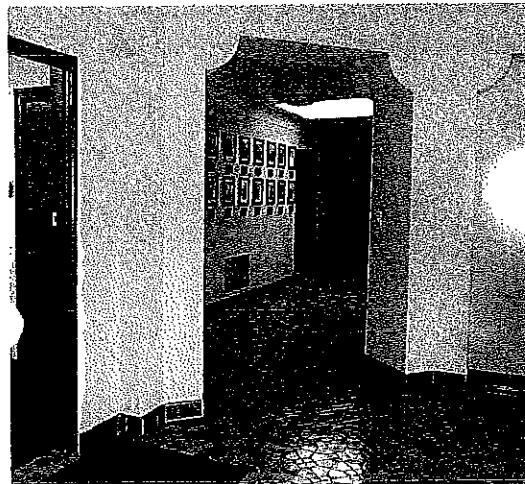
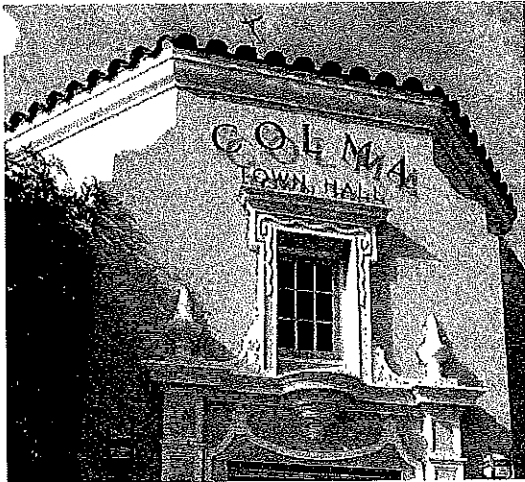
Phase II:

Since the scope of work will be determined at the end of Phase I, our fees for Phase II are less predictable. For a project of this scale and complexity, our typical fees would be in the range of 12-14% of construction costs.



UB.

## ANTICIPATED POTENTIAL PROBLEMS |



**Historical Features:** The Town Hall, made up of the original 1940's Spanish-Mediterranean structure and the 1985 addition, is of historic significance to the Town. The project team is tasked with evaluating and preserving historical components while considering other upgrades. Potential upgrades may be in conflict with preserving historic features. Should that conflict arise, Ratcliff and its consultants will evaluate options and propose a recommended approach to the Town.

**Seismic Considerations:** The project team is tasked with evaluating the existing building structure and developing plans for seismic improvements. Depending on the extent of the work, the design team may develop options of required versus voluntary upgrades. Ratcliff and its consultants would present options and recommendations for the Town to consider and adopt.

**Essential Facility:** As outlined in the RFP, the project team will evaluate existing structure and identify areas with potential to be an Essential Facility. In our experience, the systems requirements for an Essential Facility are significantly higher than minimum thresholds required by Code. Upgrades may be required which will significantly impact budget. Ratcliff and its consultants will prepare upgrade options and associated costs for the Town to evaluate when considering such upgrades; i.e. the Town will have information necessary to make an informed decision.

**Accessibility:** The design team is tasked with providing an accessible path into the building and accessibility in general throughout, all the while maintaining the historic look and feel of the existing structure. It's always tricky to introduce accessibility improvements in an existing structure, and even more so in a historic one. The design team will look for creative solutions that provide access without compromising character. The design team will work closely with the Town and local authority to identify extent of improvements.

**Schedule & Phasing:** A primary goal for any project undertaking regardless of scope is to keep the project on schedule. Ratcliff and its consultants will work closely with the Town to develop a project schedule that is in keeping with other planned efforts. We will establish decision matrix and milestones and will work closely with Town Council and Staff to meet milestones and reach decisions in order to stay on desired track. In order to expedite portions of the work, we may propose phasing the work. This is sometimes less efficient and less desirable, but we will work closely with Town Council and Staff to develop phasing scenarios as needed.

**Scope/Budget Alignment:** Achieving scope/budget alignment is a critical step in any project. If the proposed budget is challenging, then we will develop viable value-engineering and/or phasing approaches to reach stated budget. Sometimes difficult choices are required, but we will develop options that are based on stated project goals and will make recommendations that in so much as possible would preserve those goals.

Ratcliff has never been disqualified from a contract, or failed to provide services as stipulated in a contract.

We are aware of, and ready, able and willing to provide to the Town each of the warranties described in the "Contract Documents" section, namely the following:

- maintain general liability insurance with minimum liability limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate, or a minimum combined single limit in the amount of two million dollars (\$2,000,000);
- indemnify the Town against certain, defined acts or omissions;
- possess all required licenses, including a Town of Colma business license;
- comply with the Immigration Act of 1986;
- not discriminate in employment because of age, race, color, sex, national origin or ancestry, sexual orientation, religion, or disability; and
- warrant and covenant that it does not and will not have a conflict of interest.





# RATCLIFF

5856 Doyle Street

Emeryville, CA 94608

510.899.6400

[www.ratcliffarch.com](http://www.ratcliffarch.com)

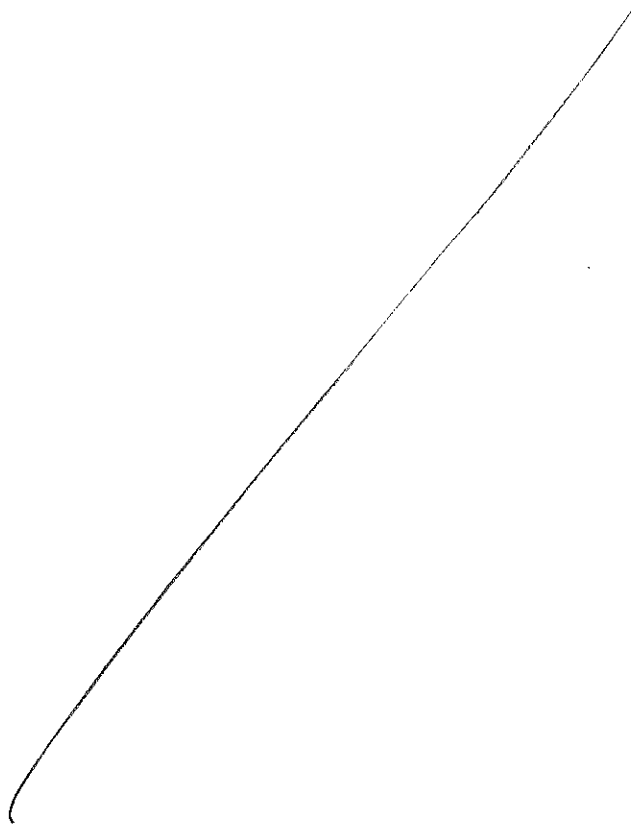
# ATTACHMENT "B"

## STANDARD BILLING RATES 2013\*

Principal	\$236
Associate Principal	\$205
Director	\$175 - \$205
Senior Project Architect/Designer/Manager	\$152 - \$184
Project Architect/Designer/Manager	\$126 - \$145
Intermediate Architect/Designer	\$110 - \$125
Designer	\$95 - \$109
Project Administration	\$76
CAD Drafter	\$76

*Rates effective through December 31, 2013*

*\*Unchanged since 2008*





PRICING ESTIMATE INFORMATION |

PROJECT FEES

Phase I:

Based on proposed schedule and work plan, fees for Phase I are \$135,500. See tables below for additional detail.

Colma Town Hall Renovation Project Ratcliff Fees & Work Plan: Phase I			Month 1				Month 2				Month 3				Projected Hours	Projected \$
			Week 1	Week 2	Week 3	Week 4	Week 1	Week 2	Week 3	Week 4	Week 1	Week 2	Week 3	Week 4		
<b>STAFFING</b>	Emp ID	2011 BRs														
Programming and Pre-design																
Project Principal-In-Charge / Project Designer	P	\$ 236	2	2	2	2	2	2	2	2	2	2	2	2	24	\$ 5,664
Designer	P	\$ 236														
Sr. Project Mgr/Arch	SPA3	\$ 184														
Sr. Project Mgr/Arch	SPA2	\$ 161														
PA Sr. Project Mgr/Arch	SPA1	\$ 152	16	16	16	16	16	16	16	16	24	24	24	24	224	\$ 34,048
Professional Staff	PA3	\$ 145														
Professional Staff	PA2	\$ 133														
Professional Staff	PA1	\$ 126														
Designer	I2	\$ 121	32	32	32	32	32	32	32	32	40	40	40	40	416	\$ 50,336
Designer	J2	\$ 105														
Specs & CA	AP	\$ 205														
Int. Interior Designer	SPA2	\$ 161														
Project Admin	Admin	\$ 78														
Total Hours			60	60	60	60	60	60	60	60	88	88	88	88	604	\$ 90,048
Labor Dollars			\$ 6,776	\$ 6,776	\$ 6,776	\$ 6,776	\$ 6,776	\$ 6,776	\$ 6,776	\$ 6,776	\$ 8,960	\$ 8,960	\$ 8,960	\$ 8,960		\$ 90,048
<b>Consultants</b>																
Degenkolb - Structural																\$ 7,500
Lerner + Associates- Historical																\$ 8,000
McCracken & Woodman - Mechanical																\$ 4,000
OMM - Electrical																\$ 4,500
SFMI - IT/AV/Acoustics																\$ 4,000
M+S - Landscape																\$ 7,500
BKF - Civil																\$ 3,000
TBD - Cost Estimating																\$ 6,000
Consultant Total																\$ 45,500
<b>TOTAL PHASE I</b>																\$ 135,548

SUMMARY OF PROPOSED COSTS FOR PHASE I

- 1. PROPOSED FEES FOR WORK PLAN \$135,548.00
- 2. 10% CONTINGENCY \$ 13,554.00
- 3. REIMBURSEMENT EXPENSES, TOWN APPROVED \$ 3,500.00

TOTAL

\$152,602.00